

March 12, 1904.

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Current Topics.

HIS MAJESTY the King has graciously intimated his intention to inaugurate the opening of the new buildings of the Law Society on Monday, the 21st inst., at twelve o'clock.

IT IS requested that any member of the society wishing to be present at the ceremony will give notice of such intention to the Secretary, The Law Society's Hall, on or before Tuesday, the 15th of March inst., as, space being necessarily limited, there will be a ballot for cards of admission. No further notice of the ceremony can be given to members, as time will not admit of the usual postal communication.

WITH REGARD to the new arrangements at Somerset House, to the inconvenience of which we have repeatedly drawn attention, we understand that the matter has, since the early part of this year, been under the anxious consideration of the Council of the Law Society, who have been in continuous communication with the authorities on the subject. The Council earnestly trust that they may be able to effect a material improvement in the present system.

WE HAD occasion some months ago [47 SOLICITORS' JOURNAL, 288] to refer to an action tried before CHANNELL, J., upon the Western Circuit, in which the jury, before they had heard the evidence for one of the parties, took the unusual course of writing to the judge saying that they did not wish to hear more of the case and were prepared to decide in favour of the party whose evidence had been given. The learned judge said that the communication was an improper one, and that he could remember no similar instance in the whole course of his experience. He discharged the jury and the case was made a *remanet*. A similar case has just occurred before DARLING, J., in an action of *Rohmann v. Ecclestone*. The plaintiff, a wine merchant, brought his action against the defendants for the price of wine sold to them. The defence was that the wine had been supplied to a club known as "The National Athletic Club," which was

owned by a limited company formed by the defendants, and that the company was liable for the price of this wine. Before the plaintiff had left the witness box, one of the jury communicated with the associate and requested him to inform the judge that the jury considered that, as the defendants had received the wine, they ought to pay for it. The jury also stated that they were agreed upon the matter. The learned judge could only say that, as the jury were unable to appreciate the point in issue, he must discharge them and summon another jury. The conduct of the jury was, of course, deserving of censure, but the case was eminently one in which their prejudices would be easily excited in favour of the plaintiff, and it was perhaps better than they took the earliest opportunity of stating their opinion, instead of remaining silent and giving a verdict against the weight of the evidence.

THE ANNOUNCEMENT that Sir WILLIAM HARCOURT is about to retire from political life will draw attention to the prominent part which he once took in the legal profession. Sir WILLIAM HARCOURT is a direct descendant in the female line from Lord HARCOURT, who held the Great Seal in the reign of Queen Anne. After a distinguished career at the University of Cambridge, he was called to the bar in 1854, and went the Home Circuit. He appears to have been rising in practice, for his name can often be found in the reports, but his attention was gradually absorbed by his engagements in the Parliamentary committee rooms. His business continued to increase with each succeeding session till the year 1868, when he entered Parliament as member for the city of Oxford. But Mr. HARCOURT found time, even when he was closely engaged in the merits of railway and waterworks Bills, to continue the study of international law, upon which he had been engaged since leaving Cambridge, and his letters to the *Times*, signed "Historicus," related to several interesting episodes in the American civil war and to the rights of neutrals. He continued to practise in the superior courts till the year 1873, when he was for some months Solicitor-General and was knighted. He retired from office in the year 1874, and became gradually immersed in political life, but it has more than once been rumoured that the office of Lord Chancellor was about to be offered to him. There can be no doubt that Sir WILLIAM HARCOURT has abilities which would qualify him for such a position, but he had not the ordinary experience of those who aspire to the woolsack. His career will often invite conjecture as to what might have occurred if he had paid a little more attention to his legal prospects, and whether in that case he might have succeeded to the honours of his illustrious ancestor.

THE REGISTRATION cases of *Rex v. Nepean* and *Jenkins v. Grocott*, now both fully reported in the WEEKLY REPORTER (52 W. R., at pp. 264 and 267), each deal with points of practice. The case of *Jenkins v. Grocott* has already been fully discussed in these columns (*ante*, p. 151). But the case of *Rex v. Nepean* is now for the first time reported. In this case an order *nisi* had been obtained *ex parte*, calling upon the revising barrister to shew cause why a *mandamus* should not issue directing him to state a case for appeal. The revising barrister, in answer, submitted to the court a written statement setting out the facts and circumstances of the case and explaining the reason of his refusal to state a case for appeal. This written statement was not on affidavit, the revising barrister considering—in deference to the observations of the Court of Queen's Bench (*Grove and Lopes, JJ.*) in the case of *Re Bane* (W. N., 1879, at p. 200, *Times*, 10th December, 1879), where it was pointed out that difficulties and inconvenience would be likely to result from revising barristers making affidavits in answer to orders *nisi*—that he ought not to make his statement on affidavit. In shewing cause against the order *nisi*, counsel for the revising barrister in *Rex v. Nepean* proceeded (without any objection taken by the other side) to read the barrister's written statement, relying upon the authority of *Re Bane*. The court (Lord ALVERSTONE, C.J., and KENNEDY, J.), however, held that the observations in *Re Bane* were only intended to be applicable to the facts of that particular case; and that, as a general rule, any statement made by a revising barrister in answer to an order *nisi* should be made on

affidavit whenever it was possible to do so. The same view seems to have been taken by GROVE, J., in *Re Sale* (only reported on this point in Saint's Reg. Cases, (3rd ed.), p. 491), where he explained that his observations in *Re Bane* were not intended to be of general application. Revising barristers in future will doubtless be guided by *Rex v. Nepean*.

TWO BILLS have been introduced into the House of Commons under the title of "Trade Unions and Trade Disputes" for the purpose of settling in the interests of workmen the questions which have arisen during the last few years. The first Bill, introduced by Mr. PAULTON, and supported by Mr. BELL, Mr. ROBSON, Sir CHARLES DILKE, and others, aims in the first clause at the legalization of peaceful picketing. This clause proposes that it shall be lawful, in the course of a trade dispute, for persons to attend at or near a house or works—(1) for the purpose of peacefully obtaining or communicating information; and (2) for the purpose of peacefully persuading any person to work or abstain from working. The first paragraph is already embodied in the Conspiracy and Protection of Property Act, 1875, s. 7; the effect of the second would be to override the construction placed upon that section in *Lyons & Sons v. Wilkins* (1896, 1 Ch. 811). The second clause proposes that "an agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute shall not be ground for an action, if such act when committed by one person would not be ground for an action." How far conspiracy can form the cause of action where there is no independent unlawful act involved is a very moot point. As a rule," said Lord Bowen in the *Mogul case* (23 Q. B. D., p. 616), "it is the damage wrongfully done, and not the conspiracy, which is the gist of actions on the case for conspiracy." But possibly the tendency of late has been to extend civil liability for conspiracy in trade disputes, and the suggested clause would perhaps do no more than state the law as until recently it was thought to exist. At the same time, in the case of legislative action, it is not a question of stating abstract principles, but of adjusting the law to the circumstances of the times. The third clause of the Bill would put a stop to litigation such as the courts have been familiar with since the *Taff Vale case* (1901, A. C. 426). It proposes that an action shall not be brought against a trade union or other association for the recovery of damage sustained by any person or persons by reason of the action of a member or members of such trade union or other association. The second Bill, which is introduced by Sir CHARLES DILKE, is similar to the above, save that it contains a clause prohibiting actions for interference with business or with the making or continuance of contracts, where such interference occurs in the course of a trade dispute. This would override *Temperton v. Russell* (1893, 1 Q. B. 715).

A DECISION of considerable importance to owners of steam-boats on the Thames was given recently by a Divisional Court in the case of *Tough v. Hopkins*. Proceedings had been taken against the appellant under section 24 of the Public Health (London) Act for allowing black smoke to issue from the funnel of a tug whilst proceeding up the river above London Bridge. The section provides that "any chimney (not being the chimney of a private dwelling-house) sending forth black smoke in such quantity as to be a nuisance," shall be a nuisance. The defence before the court of summary jurisdiction was that this section only applies to chimneys on land, and that the funnel of a steamboat is not within it. The court, however, decided that the funnel was a chimney within the section, and the High Court have confirmed this decision. Now, there is no doubt that river steamers are within the Act, for section 23 (3) expressly refers to them, and provides that their engines and furnaces shall be so constructed as to consume the smoke; and that if not so constructed, or if being so constructed, there is mismanagement so that the smoke is not consumed, the owner or master shall be liable to a fine of £5 on a first conviction, and to fines doubling in geometrical progression on subsequent convictions. There is no power, however, it appears, under section 23, for the court to order the nuisance to be abated or to prohibit a continuance of the nuisance. Section 120 gives power to a court to make such

order and prohibition only in the case of all matters which are "nuisances" under the Act. Therefore, if proceedings are taken, and a conviction obtained, under section 24, such order and prohibition are within the powers of the court. It may be very important in the case of tugs constantly passing up and down the river that such order should be made. In this case the tug in question constantly plied between Woolwich and Kingston, and the court made an order prohibiting a continuance of the nuisance. Of course, a boat which is always up and down the metropolitan portion of the Thames may be quite as much a nuisance as any factory. Still it may well be doubted whether the draftsman of the Act intended to include steamboats in section 24. A funnel is not usually called a chimney, but obviously it is a chimney.

THERE is a good deal of misapprehension, apparently, as to the scope of the Pedlars Act, 1871. Much annoyance is caused in certain suburbs of London by persons calling at houses professing to sell various things or to mend broken articles. The Act has been put in force against these persons very sparingly, and the consequence is that many of them seem to have carried on their calling for a long time quite ignorant of the fact that they require certificates. In some quarters, in answer to the complaints of residents as to the growing annoyance, the police have lately been more active in demanding certificates from pedlars. The result of this new-born activity was seen this week at the Bromley (Kent) Petty Sessions, when a tinker and a number of flower sellers were each charged under the Act with the offence of acting as a pedlar without a certificate. The defendants seemed to be very much surprised that certificates were necessary. There can, however, be no doubt as to the law. There are certain exemptions, as "sellers of vegetables, fish, fruit, or victuals," but there is no exemption for sellers of flowers. Again, it seems to be widely supposed that the Act only applies to persons who go about selling things. But this also is an erroneous belief, for it is expressed to apply to "any hawker, pedlar, petty chapman, tinker, caster of metal, mender of chairs, or other person who, without any horse or other beast bearing or drawing burden, travels and trades on foot, and goes from town to town, or to other men's houses, carrying to sell or exposing for sale any goods . . . or offering for sale his skill in handicraft." It is quite clear, therefore, that any person going about offering to mend articles is included, and tinkers are specifically mentioned. Attempts have been made now and then to get magistrates to hold that persons selling things in the streets, and not going about to houses, are within the Act. Such attempts, however, do not seem to have ever succeeded, and it is hardly arguable that a man offering articles for sale to persons passing along the public streets is within the Act, even if he moves about from street to street and does not stay in one place. It is always unfortunate when an Act is put into force spasmodically or capriciously, as seems to be the case in many districts with the Pedlars Act. It is not fair on ignorant people. They pursue the calling without interruption for a long time, and in perfect ignorance of their legal liability. Then, to their great astonishment, they are brought before the magistrates and perhaps fined. It is not surprising that they should feel injured in such circumstances.

THE QUESTION whether in all cases of the sale of an article to be used as food for man the law implies a warranty that it is fit for that purpose, has been recently discussed in the High Court, but it cannot be said to have been finally decided. The Adulteration Acts shew that the Legislature considers that the purity of food is intimately connected with the subject of health and the general safety of the community; they shew also, while imposing penalties for the sale of adulterated food, that it is considered that this adulteration could not be discovered by the purchaser by an inspection of the article, and that it is necessary to make provision for the appointment of official analysts. It might, therefore, have been expected that in an Act codifying the law relating to the sale of goods we should find among the conditions and warranties an implied warranty or condition that any article sold as food is fit for consumption. We cannot think that section 14 of the Sale of Goods

Act, which deals with implied conditions as to quality or fitness, puts the matter beyond the reach of doubt. The section, which is apparently founded upon passages in the judgments in previous cases, enacts that there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, except that (1) "Where the buyer expressly or by implication makes known to the seller the particular purpose for which the goods are required, so as to shew that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply, there is an implied condition that the goods shall be reasonably fit for such purpose." Now, we should be disposed to say that everyone who buys food does by implication inform the purchaser that he buys the food for consumption. That is the general purpose for which food is bought. Can it be said to be a particular purpose? Are melons and pineapples, bread and cheese bought for any other purpose than to be eaten? We pass on to sub-section 2: "Where goods are bought by description from a seller who deals in goods of that description, there is an implied condition that the goods shall be of merchantable quality, provided that if the buyer has examined the goods there shall be no implied condition as regards defects which such examination ought to have revealed." This clause appears to apply to cases where goods are ordered by description from a wholesale dealer, and it may be that, if the purchaser ordered food of a particular description, and if he is shewn to have examined it and might have discovered that it was uneatable, he has no remedy. The doctrine of implied warranty ought not to be unreasonably extended, but we have little sympathy with a dealer who offers food for sale without protecting himself by an express condition that he will not warrant that it is eatable.

AT THE TRIAL of an indictment for libel at the last sittings of the Central Criminal Court it appeared that the libel was on a postcard sent to the prosecutor by the defendant, who described himself as an accountant, a private inquiry agent, and a debt collector. He had also written a letter to the prosecutor saying that he had been instructed to take legal proceedings against him for the balance of a debt for goods supplied. This letter was an open one, and in it the defendant stated that he had been making inquiries into the genuineness of the representations which enabled the prosecutor to obtain the goods, and that if the defendant found that he had committed any illegal act, he would receive no consideration from him. Other letters sent by the defendant to the debtor were read, in one of which he threatened to publish the name of the debtor. The jury having found the prisoner guilty, the judge commented severely upon his conduct and fined him £25. The calling of a debt collector is not a wholly satisfactory one. It may be assumed by any one without any special qualification, and he is often not over-delicate in the means which he adopts to exact payment of the debt. No doubt there are many cases where the amount sought to be recovered is so small, and the parties themselves are in so humble a position, that it cannot reasonably be expected that they would instruct a solicitor. But it is necessary that the law should put some check upon the proceedings of the debt collector, who masquerades as a solicitor without any risk of liability for professional misconduct.

IN A CASE which was recently heard before the police-court at Bath, a woman, who was supposed to be the wife of the defendant, is reported to have said that they had been through a form of marriage (she thought it was the Church service) in a lodging-house, but there were no witnesses. The service was read by a man who said that he was a broken-down clergyman, and the only fee he received was his night's lodging. Few people at the present day would, in such circumstances, consider that they had been legally married, but many will be surprised to hear that in the year 1753 the law did not require that marriages should be celebrated in a parish church or public chapel. The "Act for the better prevention of clandestine marriages," passed at the instigation of Lord HARDWICKE in that year, was the foundation of the existing marriage law, but the law before the passing of that Act was, according to Viner's Abridgment, Baron

and Feme: "If a man and a woman are married by a priest in a place which is not a church or chapel and without any solemnity of the celebration of mass, yet it is a good marriage." The "Fleet marriages," as is well known, were celebrated by degraded and disreputable persons, who were ready for a small fee to marry all persons at all hours in the public prisons or taverns. The effect of Lord HARDWICKE's statute has been to do away practically with clandestine marriages in England.

At a recent meeting of the shareholders of one of the leading railway companies, the chairman complained of the existing law by which the company, though subject to an increasing burden in respect of rates and taxes, had no voice in the election of those by whom such rates and taxes were imposed. When we consider the quantity of their interest, it may seem at first sight a little hard that these enormous corporations should be wholly disqualified for the franchise. But the difficulties in the way of any change of the law appear to be insuperable. It may be said that the franchise could be exercised by some officer of the corporation, but a single vote would be of little or no value, and the Legislature is not likely to give its sanction to a scheme by which the corporation would be entitled to the extraordinary privilege of a plurality of votes regulated by the value of the property.

The Liability of a Lessor on his Covenants after Assignment of the Reversion.

THE publication of the report of the decision of the Court of Appeal in *Stuart v. Joy* (1904, 1 K. B. 362) makes it convenient to recur to the important question with respect to the liability of a lessor which was there under discussion. The principles which decide whether the benefit and the burden of a covenant run with the land are, as is well known, different in the case of leases from other conveyances. As regards the lessee, the question whether the burden of a covenant will attach upon successive holders of the lease depends upon the rules established in *Spencer's case* (5 Rep. 16a), and the burden will so attach except when the covenant is merely collateral, though if it relates to a thing not *in esse* at the time of demise, it is necessary that the covenant shall be expressed to be binding on "assigns." And the result of the covenant running with the land is that a privity of contract is established between the lessor and the assignee, so that the lessor can sue the assignee directly on the covenant. But this does not interfere with the liability of the original lessee, though inasmuch as the assignee now has the benefit of the lease, he is considered as primarily liable, and the original lessee is relegated to the position of a surety for him. "The effect of the assignment," it was said in *Wolveridge v. Steward* (1 Cr. & M. 644), "is that the lessee becomes a surety to the lessor for the assignee, who as between himself and the lessor is the principal, bound, whilst he is the assignee to pay the rent . . . and the surety, after paying the debt, or discharging the obligation to which he is liable, has his remedy over against the principal."

Such is the position of the lessee and of the assigns of the lease, and this result has been reached upon the principles of the common law and without statutory assistance. But the position of the reversioner is different, and the common law never admitted that the benefit or burden of covenants in the lease passed to the grantee of the reversion. In this case the Legislature intervened to correct the deficiencies of the common law and by 32 Hen. 8, c. 34, it was enacted that grantees of the reversion should have the same remedies against the lessees on covenants in the lease as the lessors themselves had (section 1), and similarly, that lessees should have the same remedies against grantees of the reversion as they might have had against the lessors (section 2). To take advantage of these provisions it was, as is well known, necessary that the covenant should have been entered into with the legal owner, and the devolution of the legal title to the reversion had to be

strictly traced. This requirement sometimes prevented the covenant from running where it had been entered into with a mortgagor (*Webb v. Russell*, 3 T. R. 393); but its rigour has been relaxed by sections 10 and 11 of the Conveyancing Act, 1881, under which covenants are annexed to the reversionary estate in the land, and are capable of being enforced by and against the person for the time being entitled to the rent reserved by the lease. The question of covenants running with the reversion will be found discussed in the judgment of FARWELL, J., in *Muller v. Trafford* (45 W. R. 132).

The question discussed in *Stuart v. Joy* (*supra*) related, not to the liability of the grantee of the reversion on covenants entered into with the original lessor, but to the liability of the original lessor himself. There is a certain plausibility in the argument that, inasmuch as the statute imposes liability on the grantee, it at the same time takes the liability from the grantor: in other words, that the statute effects a complete transfer of the liability from the grantor to the grantee, divesting it out of the one and vesting it in the other. And this was the argument advanced in *Stuart v. Joy*. It is opposed, however, to the analogy furnished by the case of the lessee and his assignee, and if it were really maintainable, it is singular that it should never have been adjudicated on before. There must, it might be supposed, have been cases since 32 Hen. 8, when an original lessor would have been glad to escape liability on this ground. Moreover, in *Eccles v. Mills* (1898, A. C. 360), where the question of liability on the lessor's covenants was very much discussed, it appears to have been assumed, that, even if the covenant ran with the reversion, yet the lessor remained liable. In that case the reversion had been specifically devised, and the question was whether the burden of a covenant ran with the reversion; and, if it did, whether, having regard to the nature of the covenant, the devisees were entitled to be reimbursed out of the testator's estate. It is not necessary to follow the argument in detail, but the following passage from the judgment of the Privy Council delivered by Lord MACNAGHTEN is relevant to the present point: "Whatever liability the statute threw on the specific devisees as assignees of the reversion, that they were bound to bear as between themselves and the lessee. But the testator's estate was also liable, and the residuary legatees take nothing until the testator's liabilities are satisfied." And, in the next sentence, Lord MACNAGHTEN refers to the statute as giving to the lessee an additional remedy against the lessor's assignees.

These dicta, it is clear, assume that the lessor remains liable, notwithstanding the assignment, and in *Stuart v. Joy* the Court of Appeal had no doubt that this assumption was correct. Lord ALVERSTONE, C.J., was content to say on this point that to relieve the lessor of liability would be inconsistent with *Eccles v. Mills*, and COZENS-HARDY, L.J., put the same view with more elaboration. "In every case," he said, speaking of the effect of 32 Hen. 8, c. 34, "the express covenants entered into by the lessor with the lessees or by the lessees with the lessor, remain unaffected. The consequence of holding that a landlord can escape from all liability upon his express covenants in the lease by assigning to a pauper would be alarming. In my opinion the position of a lessor with respect to covenants running with the reversion is now precisely similar to the position of the lessee with respect to covenants running with the lease. In neither case is liability extinguished by assignment." In the judgments of the Lord Chief Justice and COZENS-HARDY, L.J., the Lord Chancellor concurred. Any other conclusion would have introduced a grave anomaly into the law.

In answer to a question in the House of Commons by Mr. Marshall Hall, who asked the Home Secretary whether, having regard to the fact that a sentence of death passed upon a woman convicted of infanticide was rarely if ever executed, he would introduce a Bill giving the judge presiding at the trial and conviction of a female prisoner for this crime, power in his discretion to record sentence of death against her instead of actually pronouncing such sentence in open court, Mr. AKERS-DOUGLAS has made a printed reply, in which he says: I presume my hon. and learned friend refers only to cases of women who have killed their own infant children, not to other cases—*s.g.*, murders by "baby-farmers." It is true that in the former cases the capital sentence is scarcely ever carried out, but, on the other hand, the objections to the practice of "recording" death sentences are serious, and I do not, at the present time, see my way to proposing new legislation on this very difficult subject.

The Land Transfer Rules, 1903.

IV.

FIRST REGISTRATION (*continued*).

Transfer or Charge Prior to Registration.—One of the standing difficulties of first registration is to secure that the purchaser of land in a compulsory district shall be able, if he so requires, to raise part of his purchase-money by a contemporaneous mortgage. In the case of unregistered land the transaction is, as is well known, extremely simple. The purchase and mortgage deeds are prepared and executed, and the representatives of the vendor, the purchaser, and the mortgagee attend at the time fixed for completion and the whole matter is carried through at once. The purchaser and the mortgagee between them provide the money to pay the vendor, and the mortgagee takes away the title deeds, including the conveyance to the purchaser and the mortgage to himself, as his security. But the simplicity of this arrangement has not been reproduced in dealings at the Land Registry. The registration of the title takes time, and there is thus a necessary interval between the date when the vendor executes his conveyance and the date when the mortgagee's security is perfected. There is no reason, however, why the vendor should execute the conveyance before he receives the purchase-money, nor is there any reason why the mortgagee should part with his money before his security is complete. Hence, since the mortgage money is required to make up the purchase-money, there is a deadlock unless either the vendor or the mortgagee gives way; and though, doubtless, for the sake of carrying the transaction through, the mortgagee's solicitor sometimes waives his client's strict rights, yet this is done under a sense of risk.

The framers of the Land Transfer Rules of 1898 appear to have intended to cope with the difficulty by rule 78. This provided that in a compulsory district, where a conveyance on sale of land and a disposition thereof by the purchaser were delivered for registration within fourteen days after the date of the conveyance, the disposition was to have "the same effect in every respect as if it had been executed subsequently to the registration of the purchaser as proprietor of the land." But, of course, the words "the same effect in every respect" had to be read with reference to the scope of the rule, which was concerned solely with carrying out the system of the Land Transfer Acts. Thus the disposition by the purchaser, although made before he was registered proprietor, operated in the same way as a disposition by a registered proprietor, and it conferred on the person taking under it the statutory rights incident under the Act of 1875 to registered transfers or charges. A doubt arose as to whether the disposition was to be in ordinary form or in the Land Registry forms, for the latter forms did not contemplate the case of dealings with land which was not already on the register. But the doubt was removed by rule 78*a*, which directed that every disposition under rule 78 which, if made by a registered proprietor, was required to be in a prescribed form should be made in accordance with such form.

Rule 78, however, while it thus cured the defect arising from the disposition preceding the registration so far as the registered title was concerned, did not touch the difficulty relating to the legal estate. The conveyance to the purchaser did not pass the legal estate until registration, and consequently the contemporaneous mortgage did not vest any legal estate in the mortgagee, nor in this respect was rule 78 of any assistance. The point, as we observed when discussing this matter some time ago (45 SOLICITORS' JOURNAL, p. 701), was met by the common law doctrine of estoppel, and if the mortgage contained a suitable recital of the mortgagor's seisin in fee, then the legal estate passed to the mortgagee upon the registration being completed. The legal estate, in the old phrase, fed the estoppel. There was still, however, the gap between the date of the mortgage and registration when the security became complete, and if the mortgagee advanced his money before registration he had to keep in view the proverb that there's many a slip 'twixt the cup and the lip, and if for any reason the registration were not completed he would fail to get the legal estate.

Now rule 78 has been entirely recast, and in reading the new rule 96, which replaces it, the question at once arises

whether at length a mode has been found of getting over the difficulty in question. The rule is so important that it will be best to quote it at length:

"Where a person having the right to apply for registration as first proprietor of land desires to transfer or charge the land before he is himself registered as proprietor, he may do so in the manner, and subject to the conditions, which would be applicable if he were in fact the registered proprietor."

"Subject to any prior rights obtained by registration under the Acts and rules, a transfer or charge so made shall, when completed by registration, have the same effect as if the person making it were registered as proprietor."

"Provided that a charge shall not be accepted for registration until an application has been made for the registration of the land to which it relates, and if the application for registration of the land is subsequently refused, or withdrawn, or abandoned, the registration of the charge shall be annulled."

The first point to be noticed in the new rule is that it no longer applies only to the case where a conveyance on sale is delivered with the mortgage. A person who has the right to apply for registration as first proprietor may forthwith create a charge on the land under the Land Transfer Acts. And a purchaser is entitled to apply for registration on his contract. Hence it follows that, immediately after the contract, he may create a charge under the Land Transfer Acts. The provision has apparently been adapted from section 9 (6) of the Act of 1897, under which a person on whom the title to registered land has devolved is empowered to transfer or charge the land before he is himself registered as proprietor, and the same provision as to the form of the disposition is made for both cases by rule 104, which replaces the old rules 78*a* and 153. This rule also is so important as to necessitate quotation:

"An instrument executed under section 9, sub-section 6, of the Act of 1897, or under rule 96, by a person entitled to be registered as proprietor of land, or of a charge, before he has been registered as such, shall be in the same form as is required for a disposition by the registered proprietor, *with such modification, if any, as may be necessary to define clearly the land affected.* But no registration of such instrument shall be made until the person executing the same has been registered as proprietor, or his right to be so registered has been shewn to the satisfaction of the registrar."

The words in italics are new, and they enable the scheduled forms of transfer and charge to be used, although there is no registered title relating to the land. Supposing, then, that a purchaser proceeds under the rule and creates a charge before he has completed the purchase, does the mortgagee obtain any security? To judge from the first part of rule 96, it ought to be possible to register the charge forthwith, and then, when the time for completion arrives and the mortgage money is actually advanced, the mortgagee will already be on the register as such. This would not, indeed, give him the legal estate, but it might be supposed to give him such a position that the advance might be safely made. Whether such was the original idea in drafting the rule we cannot say, but any such effect is prevented by the concluding part of rule 104, which expressly forbids the registration of the charge until the mortgagor is either registered or his right to be so registered has been shewn to the satisfaction of the registrar. Hence the charge is useless until the registration of the mortgagor's title has been completed, and rule 96 does nothing to assist a purchaser who wishes to raise part of his purchase-money by mortgage.

This appears to be the effect of the earlier part of rule 96 and of rule 104. In fact, however, it seems to have been overlooked that the scope of rule 96 was cut down in this way to cases where registration was complete, and we rather imagine that it is by an oversight that charges presented for registration under rule 96 are subject, like charges under section 9 (6) of the Act of 1897, to previous registration of the mortgagor. That this is so seems to be shewn by the concluding paragraph of rule 96, which was added after the first publication of the draft new rules. That clause evidently assumes that the charge might be presented for registration before there was any title to which it could be referred, and hence it provides that the charge shall not be accepted for registration until there has been an application for registration of the land; and there is added the express provision that, if the application is refused or withdrawn or abandoned, the registration of the charge shall be annulled. We must confess to a certain feeling of diffidence in discussing these complicated provisions; but the reader of the rules has to go sound-

ing on his dim and perilous way with such light as ordinary intelligence affords, and the proviso to rule 96 appears to be in conflict with the concluding provision of rule 104. Under rule 96 the charge can be accepted for registration—which, we presume, means that it can be registered—as soon as an application has been made for registration of the land. Under rule 104 it is not to be registered until this application has been successful. But, apart from the special restriction imposed by section 104, and taking section 96 by itself, there seems to be nothing to be gained by having recourse to it. The question is how to raise the purchase-money by the date of completion. The purchaser is entitled to apply for registration on his mere contract, but such an application can only be made with the consent of the vendor, a consent which we apprehend the vendor will not give. Otherwise, should the purchase go off, he will find the purchaser registered as proprietor of the land, with only a possessory title, indeed, and in theory, therefore not prejudicing the vendor; but practically the position is not a desirable one. If the vendor will not consent, the application for registration cannot be made, and the charge which is to assist in raising the purchase-money cannot be registered. Thus, while rule 96 omits the former requirement that the conveyance must accompany the charge, and thus enables the creation of the charge to precede the conveyance, it introduces a requirement which prevents the charge from being made effective.

It should also be noticed that the proviso to section 96 expressly recognises that an application for registration of land may be withdrawn or abandoned, and in such case the mortgagee fails to get the legal estate, and also loses such security as the registered charge gave him. He has advanced his money to facilitate completion, and in reliance upon speedily getting a complete legal security, and he is left finally with only an equitable security. Upon the whole, it would seem that the new Land Transfer rules have not assisted the solution of the difficulties attending a contemporaneous purchase and mortgage.

Reviews.

Books Received.

The English Reports. Vol. XXXVII: Chancery XVII, containing Wilson, vols. 1 and 2; Jacob & Walker, vols. 1 and 2; Jacob, and Turner & Russell. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Cases of the Week.

Court of Appeal.

BOULTON v. HOULDER BROTHERS & CO. No. 1. 5th March.

PRACTICE—DISCOVERY—PRODUCTION OF DOCUMENTS—MARINE INSURANCE—RIGHT OF UNDERWRITERS TO FULLEST DISCOVERY—ACTION BY UNDERWRITERS AGAINST ASSURED FOR CONSPIRACY—DOCUMENTS IN POSSESSION OF THIRD PARTIES.

This was an appeal from the refusal of Bucknill, J., to order the production of certain documents. The plaintiffs were underwriters at Lloyd's, who between the years 1890 and 1901 underwrote a number of policies on steamships in the Houlder Line, of which steamships the defendants, Houlder Brothers & Co., and since 1898 the defendants, Houlder Brothers & Co. (Limited), were owners or managing owners. During the period covered by the insurance the firm or the company formed a number of single-ship companies, many of which afterwards went into liquidation for the purpose of being amalgamated in a new company called Houlder Line (Limited). The policies were all effected by Houlders Brothers & Co. in their own names. The plaintiffs alleged that the defendant firm and the defendant company and the several other defendants had by means of false receipts and false reports prepared various inflated and manipulated accounts of repairs to ships, and that the defendant firm had put forward false and fraudulent claims for alleged losses under the policies, and had supported and given colour to such claims by means of the aforesaid inflated and manipulated accounts. The plaintiffs alleged that they had thereby been induced to pay to the defendant firm sums largely in excess of what was due. The plaintiffs claimed to recover that excess from the defendant firm and also damages against all the defendants for conspiracy. Houlder Line (Limited) were not parties to the action. On a summons for discovery the plaintiffs asked for an order for the production of all the policies in question. The defendants Houlder Brothers & Co. alleged that some of the policies were in the possession of the liquidator of the single-ship companies, and that some were in their own custody only in their representative character as directors of Houlder Line (Limited). The master ordered the defendant firm to produce all the policies for inspection subject to any order of the liquidator. Bucknill, J., varied the order by

excluding those policies which were in the possession of the liquidator of Houlder Line (Limited). The plaintiffs appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said it was admitted that, if this had been in form an action by the assured against the underwriters on the policies, the underwriters would have been entitled to the discovery which they now asked for. But the action, though in form one for fraudulent conspiracy, was in substance one to recover sums overpaid on policies of insurance. In his opinion the underwriters, though plaintiffs, were entitled to the same discovery as if they had been defendants. It was said that such an order had never before been made in a case like this, and it was suggested that the wide order for discovery in favour of underwriters was, as a matter of history, originally granted as a condition to the allowance of the consolidation of actions, and that therefore it was only applicable where underwriters were defendants. That may have been the occasion of the first making of the order, but the reason of the order was to be found in the principle that the position of an underwriter towards his assured was such that he was entitled to the fullest discovery.

ROMER and MATHEW, L.JJ., concurred.—COUNSEL, Rufus Isaacs, K.C., and Sims Williams; J. A. Hamilton, K.C., Bremner, and G. Hay Morgan, SOLICITORS, Lewis & Lewis; W. A. Crump & Son.

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

GRAY v. BONSAI. No. 1. 7th March.

RELIEF AGAINST FORFEITURE—RIGHT OF UNDERLESSEE TO RELIEF—FORFEITURE FOR NON-PAYMENT OF RENT—CONVEYANCING ACT, 1881, s. 14, SUB-SECTION 8—CONVEYANCING ACT, 1892, s. 4.

This was an appeal from an order of Bucknill, J. The plaintiffs' predecessors in title had leased a hotel and yard for a term of years to one Woods. Woods underlet the yard to the Midland Railway Co., and afterwards assigned the term to the defendant. The plaintiffs brought an action of ejectment for non-payment of rent, and obtained judgment against the defendant. The railway company made an application for relief against forfeiture of the lease. Bucknill, J., made an order granting them relief. The plaintiffs appealed. It was contended in support of the appeal that the provisions in the Common Law Procedure Act, 1860, for relief against forfeiture of leases did not apply to underlessees, and that section 4 of the Conveyancing Act, 1892, which extended the right of relief to underlessees did not apply to forfeiture for non-payment of rent. The appellants relied on section 14, sub-section 8, of the Conveyancing Act, 1881. The following cases were cited: *Wardens of Chalmers School v. Sewell* (1894, 2 Q. B. 906), *Harc v. Elms* (1893, 1 Q. B. 604), *Invoy v. Oakshott* (1897, 2 Q. B. 218).

THE COURT (ROMER and MATHEW, L.JJ.) held that the underlessees were entitled to relief subject to certain terms. They were of opinion that section 4 of the Conveyancing Act, 1892, was not a mere amendment of section 14 of the Conveyancing Act, 1881, but that it gave the court a general power to grant relief to underlessees against forfeitures of superior leases under any circumstances subject to such terms as the court might think fit.—COUNSEL, Montague Lush, K.C., and B. A. Cohen; Neville, K.C., and C. H. Sargent, SOLICITORS, Drue & Attlee; Beale & Co.

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

THE BOARD OF TRADE v. SAILING SHIP GLENPARK (LIM.). No. 1. 4th March.

SHIP—SEAMAN—"DISTRESSED SEAMAN"—EXPENSES OF MAINTENANCE AND PASSAGE HOME—RECEIPT OF WAGES IN EXCESS OF EXPENSES—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 190, 193—BOARD OF TRADE REGULATIONS, Nos. 68, 90, 95.

Appeal by the defendant company from a judgment of Bigham, J., given in a commercial cause tried upon an agreed statement of facts which was substantially as follows: The action was brought by the Board of Trade against the owners of the sailing ship *Glenpark*, of Liverpool, to recover £99, the balance of expenses incurred in relieving and sending home, as distressed seamen, certain members of the crew of the *Glenpark*, which, in the course of a round voyage from Cardiff, was wrecked off the coast of South Australia in February, 1901. The crew were saved and were maintained by the authorities, first at Port Victoria and afterwards at Port Adelaide. At the latter place the representatives of the owners of the vessel paid the crew the wages due to them. The majority of the men were able to obtain fresh employment, while the remainder were sent home. The owners had paid part of the expenses incurred by the authorities, but they disputed liability for the balance now claimed, on the ground that those members of the crew, to whom the balance now claimed referred, after receiving their wages, had sufficient money to take them home, and were not "distressed seamen" within the meaning of the Merchant Shipping Act and the Board of Trade regulations. Bigham, J., held in effect that there was nothing in the provisions of the statute which excluded from the category of distressed seamen those who, being shipwrecked abroad, happened at the date of the disaster to be entitled to arrears of wages, and he accordingly gave judgment for the Board of Trade. The shipowners appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal with costs, holding that a seaman might be a "distressed seaman" abroad within the meaning of sections 190-193 and the Board of Trade regulations made thereunder, although the wages due and paid to him abroad exceeded the amount of the expenses incurred on his behalf for maintenance and passage home, and that in the present case there was evidence to support the decision of the court below.—COUNSEL, Danckwerts, K.C., and Leslie Scott; Sir R. B. Finlay, A.G., Sir E. Carson, S.G., and Henry Sutton, SOLICITORS, Rowcliffe, Rawle, & Co., for *Hul, Dickinson, & Co.*, Liverpool; R. E. Cunliffe.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

TOWERS v. THE AFRICAN TUG CO. No. 2. 29th Feb. and 1st March.
COMPANY—DIRECTORS—DIVIDENDS PAID OUT OF CAPITAL—ULTRA VIRES—
DIRECTORS' MISTAKE—SHAREHOLDERS' ACTION—RETENTION BY PLAINTIFF—
MAINTENANCE OF ACTION.

This was an appeal by the defendant company from a decision of Byrne, J. (reported 20 Times L. R. 28). The facts were shortly as follow: The plaintiffs were a Mr. W. H. Towers, at one time the secretary to the company, and Mr. P. Wedlake, a director, and they brought an action on behalf of themselves and the other shareholders of the company, except such as were joined as defendants, and the other two directors, named Alexander and Wood, claiming payment by the defendant directors to the company of £375, which, they alleged, it was the duty of the defendant company to have recovered against an ex-director, instead of compromising with him, and also a sum of £127 10s., which was wrongly paid out of capital as a dividend. There was a counterclaim against the plaintiffs, if they should be successful with their point respecting the dividend, that they should hand back the shares of the dividend which they had received, and this was not disputed. The company was incorporated in 1896. The judge having held that the first claim failed, the second was gone into, which was a claim by the plaintiffs that the sum of £127 10s., an interim dividend paid to the shareholders, should be handed over to the company by Messrs. Alexander and Wood, as directors and trustees thereof. In the year 1900 it was shown that on the balance-sheet for 1899, made up to the 31st of July, 1899 (the end of the financial year of the company), there was a debit balance of £756 10s. 11d. Mr. Towers, the plaintiff, stated that from the 1st of August to the 31st of December, 1899, there would be a profit of £300, but contended that the debit balance must be wiped out first, as the payment of the proposed interim dividend would, if the debit balance was not wiped out, have to be paid out of capital, which would be illegal. Messrs. Alexander and Wood, the directors, however, were not prepared to agree to this, and a resolution having been signed by them, Mr. Wedlake taking no part in the proceedings, the interim dividend was paid. On the assets side of the balance-sheet, up to the 31st of July, 1900, there was an entry "Dividends not earned," £127 10s., and to make this side correspond with the debit side, was an entry "Profit and loss account, as at the 31st of July, 1899, £756 10s. 11d., less profit for year £245 18s. 4d., equals £510 12s. 7d." This balance-sheet was approved both by a meeting of directors, and also by the shareholders in September, 1900, when they had also before them the auditor's report, explaining these items, that the interim dividend was unearned, and therefore illegal, and that the directors were liable as it was the same thing as paying dividends out of capital. Byrne, J., before whom the matter came, held that the two defendant directors must replace the £127 10s. with 4 per cent. interest, that the act complained of was *ultra vires*, and that the directors concerned in it were liable to the company in respect of it. The plaintiff Towers would, of course, have to repay the dividend received by him. The directors knew from the books that there was no profit available for the interim dividend, and knowing that for some months profits had been made, did not justify the payment. The company having had a windfall, which soon would enable the whole of the deficit to be made up, and the accounts could be arranged so as to render it unnecessary to have the £127 10s. actually paid, and the order would be stayed until after the next general meeting, and although the defendants were entitled to judgment on their counterclaim, their order would be stayed in the same way. From this the defendant company directors appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—On the whole, I do not think the plaintiffs are entitled to any relief. I admit the force of paragraph 14 of the statement of claim, and I think it is quite consistent with the fact that Wedlake, when he received this dividend, had full knowledge of the facts. I think that is in all probability true. In that state of things, what ought to be done? There is no doubt, to my mind, that the payment of this dividend was *ultra vires*, and nothing can convert that which is *ultra vires* into something *intra vires*. Now, if it is the case that the plaintiffs knew of all the facts, and had received these dividends with full knowledge of the circumstances, and then brought this action, ought they to be allowed to maintain it? I think not. I think an individual shareholder could not bring an action for an act *ultra vires*, and at the same time be in possession of money which was the proceeds of the act, nor does it matter if he is suing for himself and the other shareholders. In this action there is a strong inclination in my mind not to give the plaintiffs the remedies which they seek. The fact of this payment appears on the face of the balance-sheet, and the directors were minded to replace this capital, and were going to do so, out of the current year's profits. The court is not bound, when they see that an *ultra vires* act will be put right, to accede to the plaintiffs' request. In my opinion this appeal should succeed.

STIRLING, L.J.—I also think that this appeal should succeed. This is a case in which no suggestion has been made of any fraud or dishonesty on the part of the directors, it was purely a mistake. [His lordship stated the facts.] Now it is proved by various documents that Towers was perfectly well aware of the way in which the dividend was paid. The form of the action is by the plaintiffs against the company and other shareholders. I think this form of action in certain circumstances may be maintained. In my opinion the directors who paid this dividend under the circumstances made a mistake, everything was perfectly open, and the proper inference we ought to draw is what commended itself to the shareholders, which was to go on and wipe out year by year this deficiency, and when the improper dividend had been replaced, to pay a proper dividend. I do think any necessity has been shown for the intervention of the court to compel payment of this small sum.

COZENS-HARDY, L.J.—I am of the same opinion. To consider what is relevant one must go further, but I assume this is one of those cases in which an action can be maintained in point of form. But an action of this kind must be brought by a person really interested, and it has been clearly proved that both the plaintiffs took this dividend with full notice of all the facts, that it had been paid out of capital, and they had it in their possession when the action began. Now, could a shareholder with full notice of the facts, who has the capital as dividend, retain this in his pocket? I think not. [His lordship referred to *Flitcroft's case* (31 W. R. 174, 21 Ch. D. 519).] I think the judgment of Byrne, J., must be set aside, and there should be judgment for the defendants on their counterclaim with costs.—COUNSEL, *Eve, K.C.*, and *Ashton Cross; Norton, K.C.*, and *F. Evans*. SOLICITORS, *Gibson & Weldon*, for *Hannay & Hannay*, South Shields; *Smith, Rendall, & Dods*, for *J. Wilson Paton*, Swansea.

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

DUNLOP PNEUMATIC TYRE CO. (LIM.) AND PNEUMATIC TYRE CO. (LIM.) v. MOSELEY & SONS (LIM.) AND INDIA RUBBER AND TYRE REPAIRING CO. No. 2. 3rd March.

PATENT—INFRINGEMENT—COMBINATION PATENT—COMPONENT PART—SALE—INTENTION.

This was an appeal from a decision of Swinfen Eady, J. (reported 52 W. R. 189; 1904, 1 Ch. 164). The action was for an injunction to restrain the defendants, their servants, and agents from infringing the plaintiffs' letters patent. The plaintiffs are the proprietors of the letters patent No. 14,563 of A.D. 1890, granted to Charles Kingston Welch, for improvements in rubber tyres and metal rims or fellos of wheels for cycles and other light vehicles, and of letters patent No. 16,783 of A.D. 1890, granted to William Erskine Bartlett, for improvements in tyres or rims for cycles and other vehicles. The plaintiffs, by their particulars of breaches, complained of the manufacture, sale, and offer for sale of beaded edge and other tyres by the defendants, David Moseley & Sons (Limited), and also of the sale and offer for sale of similar beaded edge and other tyres by the defendants, the India Rubber and Tyre Repairing Co., which had been manufactured by the defendants David Moseley & Sons (Limited), and supplied by them to the India Rubber and Tyre Repairing Co. Both the defendants denied the infringement. At the trial of the action Swinfen Eady, J., in delivering judgment, after stating the facts, said the result was that as regarded Moseley & Sons they were not infringing either of the plaintiffs' patents, and were not doing anything of which the plaintiffs could complain. As regarded the India Rubber Co., the plaintiffs had not made out the case they alleged. The only difference between the case of Moseley & Sons and the India Rubber Co. was that the latter were not manufacturers, and that they were alleged to have sold wires with the covers. It was not, however, proved that these sales had taken place. The plaintiffs asked for an injunction to restrain the defendants from selling covers so constructed that they could only be used by the purchasers for infringement of the patents. The short answer to that was that such an injunction, if granted, would restrain the sale of articles which might be lawfully made and sold. The result was that the action failed, and must be dismissed with costs. The plaintiffs appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I am of opinion that the judgment of Swinfen Eady, J., should be affirmed. It is plain that what the plaintiffs allege as an infringement of one or other patent is constituted by the sale of these covers which are a constituent part of one or other of the combinations comprised in the patents. In my opinion the sale of these covers cannot be said to amount to an infringement of either patent. In truth and in fact the plaintiffs do not complain of any infringement in which they say the defendants have taken part. All they complain of is a sale of the covers to a person, who, they say, the defendants must have known intended to commit an infringement of the patent. In these facts the authorities shew there would be no infringement by the defendants. In *Townsend v. Haworth* (12 Ch. D. 831 note) Jessel, M.R., said: "You cannot make out the proposition that any person selling any article, either organic or inorganic, either produced by nature or produced by art, which could in any way be used in the making of a patented article, can be sued as an infringer because he knows that the purchaser intends to make use of it for that purpose." That decision was affirmed by the Court of Appeal (48 L. J. Ch. 769). In *Sykes v. Haworth* (12 Ch. D. 768, 27 W. R. Dig. 147) Fry, J., said: "I entirely agree, if I may say so, that selling articles to persons to be used for the purpose of infringing a patent is not an infringement of the patent. In this case it is totally different." The whole ground of the decision in *Sykes v. Haworth* was that the person who had infringed was the agent of the defendant; and so the case was entirely different from *Townsend v. Haworth*. In form what the plaintiffs here complain of is an infringement of their patent, and when they come to the proof of the infringement, they do not prove that the defendants were parties with anyone who did infringe. If infringement were an indictable offence and the defendants were parties, they would be responsible as principals. How could it be contended here that if there were an indictable offence there would be any case to go to the jury? The defendants are not principals even in a secondary sense. It cannot be said that they aided anyone else in committing an infringement. Taking the evidence and the conclusion of the learned judge, it is impossible to find proved any infringement as alleged. It cannot be said that the plaintiffs have established any cause of action, because they have proved sales by the defendants of covers adapted for use in one or other of the combinations protected by the patents. In my judgment the plaintiffs' case would fail even if they could substantiate that which the

learned judge found against them, that these covers could not be used for any other purpose than fitting them to the plaintiffs' tyres. With regard to the case of *The United Telephone Co. v. Dale* (32 W. R. 428, 25 Ch. D. 778), though the court has not to decide that point now, I can see no reason for suggesting that the observations of Pearson, J., in that case were erroneous. That learned judge there said: "If there was a patent for a knife of a particular construction, and an injunction was granted restraining a defendant from selling knives made according to the patent, and he was to sell the component parts, so that any schoolboy could put them together and construct the knife, surely that sale would be a breach of the injunction." My present judgment is in no way inconsistent with that. If you are in substance selling a patented article you cannot save yourself from liability by selling it in parts. That, however, is not the present case. The decision of Swinfen Eady, J., is right, and the appeal must be dismissed.

STIRLING and COZENS-HARDY, L.J.J., delivered judgments to the same effect.—COUNSEL, T. Terrell, K.C., C. A. Russell, K.C., Graham, and Walter; Cripps, K.C., Bee, K.C., and Leigh Clare; Macnaghten, K.C., and Romer. SOLICITORS, John B. & P. Purchase; Rowcliffe, Rawle, & Co., for F. A. Woodcock, Manchester; Emmet & Co., for A. & G. W. Fox, Manchester.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re HOUGHTON. HAWLEY v. BLAKE. Kekewich, J. 19th and 23rd Feb.

EXECUTOR—DEBT—POWER TO COMPROMISE CLAIM MADE BY CO-EXECUTOR—POWER AT COMMON LAW—TRUSTEE ACT, 1893 (56 & 57 VICT. c. 53), s. 21.

Adjourned summons. C. Houghton, by his will dated in 1889, appointed three executors, of whom his widow, Esther Houghton, and the defendant, J. S. Blake, were two. The testator died in 1894, and his will was proved by the widow and Blake (who was her nephew) only. The residue of C. Houghton's estate was given upon trust for his widow for life, and afterwards among his nephews and nieces. The widow died in 1902, and in May, 1903, the defendant Blake, the surviving executor of C. Houghton, delivered an account of the administration of the testator's estate, which included as one of the debts a sum of £1,180 to the widow, being "moneys belonging to the said Esther Houghton as her separate estate and lent by her to the deceased." It appeared that the widow had explained to Blake the nature of this debt and the manner in which it arose, and that Blake made certain inquiries, consulted the family solicitor, and decided to raise no objection to the claim, and he had accordingly allowed the widow to retain securities to the amount of such claim. The residuary legatees under C. Houghton's will objected to the account delivered so far as it included the debt in question, which they contended Blake had no power to allow in favour of his co-executor. The court had been satisfied that as to £820, part of the £1,180, the claim was a good and valid one, but as to the balance there was no evidence other than her statements in support of her title. It was contended in support of the summons that an executor's power to compromise or allow claims did not extend to claims by a co-executor, and reliance was placed on *De Cordova v. De Cordova* (4 A. C. 692). On the other side section 21 of the Trustee Act, 1893, was called in aid.

KEKEWICH, J., held that an executor had power to compromise or allow a debt as well in favour of a co-executor as of a stranger; the power of compromise was a common law power attached to the office of executor, although the power was also recognized by statute; each executor was seized of his office *pro me et per tout* for all purposes, and it therefore made no difference that a claimant was also an executor. Probably in such cases an executor would do well to come to the court for sanction to a compromise, but the parties having in this case acted honestly and reasonably, and no frauds being proved or alleged, his lordship held that the allowance was a proper one in respect of the whole sum of £1,180.—COUNSEL, C. James; Warrington, K.C., and Ribton. SOLICITORS, Clarke, Rawlins, & Co., for Percival & Son, Peterborough; Field, Roscoe, & Co., for Senior & Furbank, Richmond.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re COOPER AND CRONDACE'S CONTRACT AND VENDOR AND PURCHASER ACT, 1874. Kekewich, J. 4th March.

CONVEYANCING PRACTICE—CONTRACT FOR SALE—GENERAL REMARKS—INSERTION OF TERMS IN COVENANT.

Adjourned summons. The question for consideration by the court was whether the effect of a certain section (6) contained in a contract for sale and purchase should be included in the conveyance as a covenant. The property to which the contract related was sold by auction, and, together with the particulars and conditions of sale, there was a page headed "General Remarks," section 6 of which provided that "each purchaser will have to erect within six months from the date of sale and afterwards maintain a good and sufficient fence on the side of his plot marked T on the plan within the boundary." For the vendor it was urged that general remarks are a part of the agreement and so should be inserted as a covenant in the conveyance: *Leggat v. Barnett* (15 Ch. D. 306), *Birmingham District Land Co. v. Allday* (1893, 1 Ch. 342). For the purchaser it was contended that neither in the "general remarks," "conditions," nor in "particulars" was there any mention that a covenant would be required: *Key and Elphinstone Precedents*, Vol. I. (7th ed.), 311. The vendor could sue on contract alone: *Palmer v. Johnson* (13 Q. B. D. 351). Conditions of sale should be construed against the vendor: *Re Birmingham District Land Co. v. Allday* (*supra*).

KEKEWICH, J.—This is a case of some novelty. No authority directly in point was cited by counsel for either side. What is the object of having a conveyance? Not merely to vest the estate in the purchaser, but also to express in a definite concluded form the terms of the contract which have to be performed by the purchaser. It is not usual to enter in a conveyance things to be done beforehand. Also if there is something completely outside the contract—as, for instance, a question of compensation for injury to property—that would not appear on the conveyance. But otherwise it is meant to express in a clear and binding form once for all the contract between the parties so far as it has not been performed. I think that a conveyance that falls short of that is not a well-settled conveyance. When once you have passed the bridge of conveyance neither party can go back, and you cannot sue on an agreement made pending the contract not included in the conveyance, which must be assumed not to have been embodied in the conveyance because it is abandoned. That seems to me to be the object of a conveyance. Therefore, when you have to inquire whether this or that ought to be in the conveyance, you must find out if it is a part of the contract. It is common knowledge that, although "conditions of sale" are different things from "particulars of sale" the purchaser takes the property in the particulars subject to the conditions. Now in this particular instance we have three divisions instead of two; I have seen the same thing before. Besides the conditions, which are properly called conditions, there are "general remarks." They generally fall into the particulars. Take the general remark (section 6, *supra*). There you have something to be done after the date of completion, so that you have something which ought to be introduced into the conveyance in order to complete it and perform the contract. If the conveyance is prepared without this the vendor runs a great risk of not being in a condition to insist on it at all. It would be extraordinarily difficult to frame the indorsement of a writ so as to enforce this if there was nothing in the conveyance about it. The answer would be that it is an obligation which now has no legal means of enforcement, not having been inserted in the conveyance. There will be a declaration that a covenant must be inserted in the conveyance on the part of the purchaser, his heirs, executors, administrators, and assigns.—COUNSEL, Cave, K.C., and Hon. T. H. Waton. SOLICITORS, F. C. Holland; Johnson, Weatherall, & Smith, for Potter & Crundwell, Farnham.

[Reported by ALFRED C. THOMAS, Esq., Barrister-at-Law.]

VEZEY v. RASHLEIGH. Byrne, J. 3rd March.

SPECIFIC PERFORMANCE—WRITTEN AGREEMENT FOR LEASE—SUBSEQUENT PAROL AGREEMENT TO VARY—ADMISSION OF PAROL EVIDENCE.

Motion. The above action related to the validity of a lease of certain mines in Cornwall. The action having been compromised, an order was by consent made in the action on the 5th of November, 1903, staying further proceedings except such as were necessary for carrying out the compromise, and ordering that a new lease of the mines should be granted by the defendant, Sir C. Rashleigh, to the plaintiff, Mr. J. R. Vezey, upon the terms mentioned. Disputes having arisen between the parties, this motion was made on behalf of the said defendant, that the plaintiff should be ordered to execute a counterpart of a lease in accordance with the agreement of compromise contained in the order. The motion was resisted by the plaintiff upon the ground that subsequently to the order he and the said defendant had agreed to vary certain of the terms of the lease as ordered to be granted. In proof of the agreement the plaintiff relied upon a document signed by the said defendant headed "Topics of Conversation" between them, which contained notes of terms, or suggested terms, for the new lease. He also gave evidence (by affidavit) that those terms had been verbally agreed upon. The defendant denied that any such agreement had been made.

BYRNE, J., held that the document headed "Topics of Conversation" was not intended to be an agreement at all, and that as regards the parol evidence tendered of the alleged agreement to vary the terms of the compromise, although in an action for specific performance of a written agreement parol evidence may, by way of defence, be given of a subsequent agreement to entirely abandon or dissolve the previous one, yet that parol evidence cannot be given of an agreement to vary the terms of a previous written agreement; and that, therefore, the defence to the motion failed, and the order asked for must be made.—COUNSEL, Norton, K.C., and G. B. Rashleigh; Rowden, K.C., and A. J. David. SOLICITORS, Rashleigh, Sm, & Hall; W. H. Martin & Co.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

TOUGH (Appellant) v. HOPKINS (Respondent). Div. Court. 4th March.

SMOKE—NUISANCE—CHIMNEY SENDING FORTH BLACK SMOKE—FUNNEL OF A STEAM TUG—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), s. 24 (b).

Case stated by the Lord Mayor of the City of London on an information preferred by the respondent, Sanitary Inspector of the Port of London, under section 24 of the Public Health (London) Act, 1891, against the appellant, for that on the 24th of August, 1903, between the Custom-house and Southwark-bridge on the steamship *Richmond* a nuisance existed—namely, a chimney sending forth black smoke—and that the appellant had failed to comply with a notice to abate the nuisance. The appellant was the owner of a steam tug known as the *Richmond*. On the 25th of April a notice to abate the nuisance was served upon him. On the 24th of August, while the tug was proceeding between the Custom-house and

and Southwark-bridge there was being sent forth from the funnel dense black smoke for five minutes in such quantity as to be a nuisance. The tug was then being navigated by a master engineer and crew employed by the appellant, who had no knowledge of such emission of black smoke. The tug did not stop on the voyage, but was proceeding to Kingston-on-Thames, being employed in plying for hire between Woolwich and Kingston, where it lay every night. The engines and boilers were constructed so as to consume as far as possible all the smoke. The appellant had given instructions to prevent black smoke, good Welsh steam coal was burnt, and the furnaces had been freshly stoked opposite the Custom-house. From three to four minutes was not an unreasonable time to allow the fresh fuel to cease emitting black smoke. The emission of smoke could have been prevented by the fire being kept bright by frequent and careful stoking. It was contended by the appellant that section 24 was inapplicable to a steam tug while plying to and fro, and that proceedings in respect of smoke from vessels plying on the Thames could only be taken under section 23. On behalf of the respondent it was contended that the funnel of the tug was a chimney within section 24 (b). The magistrate found, as a fact, that the funnel was a chimney within section 24 (b), that the black smoke amounted to a nuisance, that no works could be ordered which would cure the nuisance, but that it was a question of stoking with proper fuel, and he convicted the appellant and made an order upon him prohibiting the recurrence of the nuisance. The appellant then required him to specify the works to be executed to prevent the recurrence, but the magistrate refused to specify, as it was only a question of stoking. The questions for the court were whether the conviction was right in law and whether the prohibition order was valid. During the argument *Weeks v. King* (15 Cox, 733, 34 W. R. Dig. 131) was cited.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY and CHANNELL, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J., in giving judgment, said that the magistrate's decision was right. He, the learned judge, did not see why the emission of black smoke from the funnels of vessels on the Thames should not be prevented as well as from chimneys on land. Section 24 was not sufficient to enable the court to hold that the funnel of a steamship was not a chimney. As to the other point, the order was not bad because it did not specify any works to be executed (although the defendant asked that they should be specified), for there were no works that could be executed.

KENNEDY and CHANNELL, JJ., delivered judgment to the same effect. Appeal dismissed.—COUNSEL, *J. A. Hamilton, K.C.*, and *Bigham*; *Dunckleerts, K.C.*, and *R. C. Glen*. SOLICITORS, *J. A. Roberts*; *The City Solicitor*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

HILL (Appellant) v. PANNIFER AND OTHERS (Respondents). Div. Court. 4th March.

POOR RATE—DISTRESS—COSTS OF—57 GEO. 3, c. 93—7 & 8 GEO. 4, c. 17—12 & 13 VICT. c. 14, s. 1.

This was a case stated by the justices of the petty sessional division of Coxford, in Suffolk, for the opinion of the court on a point of law. The case stated that on the 24th of September, 1903, a complaint was heard before the Petty Sessional Court at Hadleigh, wherein the appellant, Robert William Hill, alleged that the respondents, or some or one of them, having sold or caused to be sold certain goods of the appellant to satisfy a poor rate for the parish of Bildeston, in the county of Suffolk, and certain costs and charges levied by distress upon the goods, on or about the 28th of July, 1903, levied and received from the appellant and retained and took from the produce of such goods sold greater costs and charges than are mentioned and set down in the schedule to the Act 57 Geo. 3, c. 93, to wit, a charge of 14s. for the expenses of an "auctioneer," contrary to the provisions of that statute and of 7 & 8 Geo. 4, c. 17, and 12 & 13 Vict. c. 14. Upon the hearing of the complaint it was proved that the respondent Robert Pannifer was assistant overseer, and the other respondents, Gunsey and Shipp, overseers of the poor for the parish of Bildeston. On the 2nd of July, 1903, Pannifer obtained from two justices a warrant of distress against the appellant, directing him to make distress of the goods of the appellant and to sell the same if within the space of five days after making the distress the sum of £1 then due and owing from the appellant in respect of poor rate, and the further sum of 5s. 1d., the costs of obtaining the warrant, were not duly paid by the appellant. Pannifer made distress upon the goods and demanded the payment of the amount set out. On the 13th of July the appellant paid the amount claimed except 1s. of the amount due in respect of poor rate, and that sum he declined to pay. On the 28th of July, 1903, Pannifer sold the appellant's goods to satisfy the unpaid balance of the rate, and after the sale he gave the respondent a statutory notice of costs and charges as required by 57 Geo. 3, c. 93. The sum realized by the sale was £1 5s., from which the respondent took and retained, in addition to the sum of 1s. for the rate, the following costs and charges:—Levy, 3s.; taking, keeping, and use of room, &c., 6s. 3d.; auctioneer, 14s.; and paid the balance of 9d. to the appellant. The sum of 14s. was one-third of a fee of two guineas paid by the respondent to an auctioneer in respect to the sale at one time of the goods of the appellant and two other ratepayers against whom distress warrants had been granted. In all these matters Pannifer acted under the authority of the other respondents. It was contended before the magistrates by the appellant that the costs and charges to which the respondents were entitled were limited by the statute 57 Geo. 3, c. 93, as applied to the levy of a distress in respect of poor rates by 7 & 8 Geo. 4, c. 17, and that the charge of 14s. for the auctioneer's fee was an excessive and illegal charge. The appellant further contended that the statute 12 & 13 Vict. c. 14, did not entitle the respondents to reimburse themselves by appropriating any higher or other costs or charges than those which were authorized by 57 Geo. 3, c. 93, as

applied to proceedings for the recovery of poor rates. On behalf of the respondents it was contended that the words of 12 & 13 Vict. c. 14, s. 1, and the express provisions of the warrant of distress which cited those words, entitled them (notwithstanding the earlier provisions of 57 Geo. 3, c. 93, and 7 & 8 Geo. 4, c. 17) to deduct and retain from the proceeds of the sale of the appellant's goods costs and charges, to wit, in the words of the Act, "the reasonable charges of selling," in excess of and other than those specified in the schedule to 57 Geo. 3, c. 93, and that the last-mentioned statute must be considered to be *pro tanto* revoked and amended. The justices were of opinion that the respondents' contention was right, and they found that the charge of 14s. was a reasonable and proper charge, and one which by law could properly be made in the circumstances of the case, and therefore they dismissed the complaint. Section 1 of 12 & 13 Vict. c. 14 sets out that "whereas provision is already made by law for the recovery of the sum or sums at which any person is rated or assessed to the relief of the poor . . . but no provision is made for levying the costs and expenses incurred by the overseers of the poor . . . in the recovery of the same, be it therefore enacted that it shall be lawful hereafter for all justices of the peace, if in their discretion they shall so think fit, in any warrant of distress they shall make and issue . . . to order that a sum, such as they may deem reasonable for the costs and expenses which such overseers or the persons applying for such warrant shall have incurred in obtaining the same, shall also be levied of the goods and chattels of the person or persons against whom such warrant shall be granted, together with the reasonable charges of the taking, keeping, and selling of the said distress."

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY and CHANNELL, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J., in giving judgment, said that he thought that it would require clearer words to satisfy him that the Legislature had intended that the old statutory maximum must apply to the charges to be allowed under the Act in question. The words of the section were too strong to accept the interpretation which the respondents had sought to put upon the section. The overseers were entitled to the reasonable charges for the seizure and levy of the appellant's goods. The appeal must therefore be dismissed. There appeared to be such inconsistency between the section in the earlier and later statutes as compelled him to take the view that the section of the earlier Act had been repealed to the extent to which it was inconsistent with the later Act.

KENNEDY and CHANNELL, JJ., delivered judgment to the same effect. Appeal dismissed, with costs.—COUNSEL, *Robson, K.C.*, *Bodkin*, and *Brice Williams*; *W. Stewart and Nolan*. SOLICITORS, *Lloyd-George, Roberts, & Co.*, for *Birkett, Ridley, & Francis*, Ipswich; *Salmon & Co.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

WING v. EPSOM URBAN DISTRICT COUNCIL. Div. Court. 3rd March.

PRACTICE—COMPLAINT HEARD BEFORE THREE JUSTICES AT QUARTER SESSIONS—ORDER MADE THAT APPELLANT SHOULD ABATE NUISANCE—ORDER SIGNED BY ONE JUSTICE ONLY—OBJECTION AGAINST ORDER—SUMMARY JURISDICTION ACT, 1848, s. 14—PUBLIC HEALTH ACT, 1875, ss. 96, 251.

Appeal upon a case stated from the decision of the court of quarter sessions. The appellant was summoned under the Public Health Act, 1875, before the Court of Petty Sessions at Epsom at the instance of the inspector of nuisances on three complaints, alleging the existence of nuisances on certain premises of which he was the owner. The complaints were heard by three justices, who made orders in each of the cases requiring the appellant to abate the nuisance within a specified time. Orders in writing in the terms of the orders of the court were drawn up and signed by only one of the justices who adjudicated on the hearing of the complaints. The appellant appealed to quarter sessions, and contended that the orders were bad on the face of them (*inter alia*) because the orders were signed by one justice only, whereas they should have been signed by two or more justices, since, by section 251 of the Public Health Act, 1875, a complaint under the Act must be heard by two or more justices, and, by section 96, the justices, when satisfied of the existence of the alleged nuisance, must make an order. By section 14 of the Summary Jurisdiction Act, 1848, justices must draw up such an order, which must by inference be signed by two justices. Otherwise there was nothing in the order to show that the complaints were heard and the orders made by a competent court.

LORD ALVERSTONE, C.J., said he understood that orders had to be drawn up so that if there appeared to be any objection to the order that objection might be raised. If the respondent's counsel had satisfied him that the magistrate's signature to the order was merely for the purpose of verification or that the order had not to be drawn up and served, he would have come to a decision against the appellant, for there appeared to be no merits in his case. But the words of section 96 of the Act of 1875, and the other statutory provisions referred to were quite clear. The form of the orders given also indicated that the orders ought to be signed by two justices. He thought that the objection raised was one of principle, and for the reasons he had stated constituted a ground on which the appeal must be allowed.

WILLS and KENNEDY, JJ., gave judgment to the same effect. Appeal allowed, but without the costs of the appeal from the quarter sessions, the court declining to interfere with a statement in the case that if the appeal was allowed the costs below were to be the appellants.—COUNSEL, *Lew, K.C.*, and *W. Mackenzie*; *Avory, K.C.*, *S. G. Lushington*, and *Swinburne Hanham*. SOLICITORS, *Spencer Gibson & Son*; *Lyell & Betson*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

REX v. HIS HONOUR JUDGE WHITEHORNE AND HUMPHREYS.
Ex parte ROGERS. Div. Court, 3rd March.

COUNTY COURT—AGREEMENT TO PURCHASE HOUSE PROPERTY WORTH MORE THAN £500, SUBJECT TO A MORTGAGE—PRICE FOR EQUITY OF REDEMPTION AGREED AT £75—ACTION TO ENFORCE SPECIFIC PERFORMANCE—JURISDICTION OF COUNTY COURT—COUNTY COURTS ACT, 1888 ss. 67, 126.

In this case a rule *nisi* had been granted calling upon the judge of the Birmingham County Court to shew cause why a *mandamus* should not issue requiring him to hear and determine an action of *Rogers v. Humphreys*, in which the learned judge had decided he had no jurisdiction. The plaintiff Rogers sued for specific performance of a contract under which the defendant Humphreys agreed to purchase some house property from the trustee of a creditor's deed. The consideration was the payment by the purchaser of a small dividend to the creditors. The property was heavily charged under a mortgage, and the purchaser was to buy it subject to the charge. The dividend to the creditors would amount to about £75, the total value of the property free from the mortgage was estimated at between £1,500 and £1,700. Before the learned judge it was argued for the plaintiff that all that was agreed to be bought was the equity of redemption, for which £75—the purchase-money—was to be paid, and therefore that it was a transaction within the jurisdiction of the county court. On the other hand it was argued for the defendant that what he agreed to buy was the whole of the property, subject to the mortgage, and that the test was the *ad valorem* stamp he would be called upon to pay on the conveyance under which the property would pass to him, which would be at least on a capital value of £1,500. This contention appeared to the county court judge to be right, and he decided that he had no jurisdiction.

Lord ALVERSTONE, C.J., in giving judgment, said the case called attention to a point of practice that might require further consideration. Section 67 of the County Courts Act, 1888, provided "that the court shall have and exercise all the powers and authority of the High Court in certain cases, among them being actions for specific performance of or for any agreement for the sale, purchase, or lease of any property where, in the case of a sale or purchase the purchase-money, or in the case of a lease the value of the property shall not exceed the sum of £500." The Legislature therefore clearly thought that the jurisdiction of the county court should be restricted to dealing with property of no very great value, and the question they had to decide was whether it was desirable that the county court judges should have jurisdiction, in the case where the purchase-money of an equity of redemption was below £500, but the value of the property actually being transferred was very much larger. Now, the section was a general one relating to all classes of property, including chattels, and therefore it was not specially directed to the purchase-money of land only. The section contemplated all kinds of things being sold, and therefore the court must assume *prima facie* that "purchase-money" as there used meant the price to be paid for whatever was the subject-matter of the sale. That view was fortified by the way in which the section dealt with leases where there was no standard of purchase-money. The only safe rule that the court could follow was to give the best construction they could to the language of the section, and they ought not to place an artificial meaning on words unless driven to the conclusion that the Legislature used the words in a limited or special sense. The facts here were that what was being sold was an equity of redemption, and the price to be paid for it was £75. Therefore the price was a sum over which the county court had jurisdiction, and it must not be lost sight of that, under section 126 of the Act, there was machinery provided for removing to the High Court cases in which it turned out that more valuable property than £500 was at stake. The conclusion he had come to was that in such a case as this the Legislature intended the county court to have jurisdiction. If it was thought that by this decision jurisdiction up to too large an amount was being given to the county court, the law as it stood must be amended by an amending Act. The law as it stood, in his view of the enabling section, giving the county court jurisdiction, would enable the learned judge in the present case to deal with the matter. The rule would therefore be made absolute, with costs against Humphreys; no order as to costs against the county court judge.

WILLS and KENNEDY, J.J., gave judgment to the same effect.—COUNSEL, H. Sutton; H. A. M'Cardie. SOLICITORS, *The Treasury Solicitor*; Field, Roscoe, & Co., for *Sherwin & Rogers*, Birmingham.

[Reported by ERMINE REID, Esq., Barrister-at-Law.]

POWELL & THOMAS v. EVAN JONES & CO. and (by Counterclaim) EVAN JONES & CO. v. POWELL & THOMAS and COWPERTHWAIT.
 Kennedy, J. 22nd, 23rd, 24th Feb., and 5th March.

PRINCIPAL AND AGENT—SECRET COMMISSION—PRESENT AND FUTURE PAYMENTS AS COMMISSION—RELATIONSHIP OF DEBTOR AND CREDITOR.

Action tried in the Commercial Court. This was an action to recover £1,400 commission on £70,000 debentures issued in the Field Line (of steamers) (Limited), of Cardiff. The commission note was as follows: In consideration of your introducing to us the Law Guarantee Society for the purpose of negotiating a debenture issue in connection with a fleet of steamships and of such negotiations resulting in business, we undertake to pay you a commission of 2 per cent. on the amount that may be mutually agreed between us and the said society to be advanced. The defendants thus approached the plaintiffs for the purpose of getting them to place the debentures. The plaintiffs then came into connection with one Akenhead, who introduced Cowperthwaite to the plaintiffs. Cowperthwaite introduced the Law Guarantee and Trust Society, through whom business resulted. Cowperthwaite, in addition to claiming commission from his principals, was to receive a commission from the Law Guarantee

and Trust Society, including certain payments in relation to future payment of premiums which might extend over several years. Neither the plaintiffs or defendants knew that Cowperthwaite was receiving commission from the Law Guarantee and Trust Society.

March 5.—KENNEDY, J., in giving judgment, said, after reciting the facts, that this was a claim for commission on the commission note, and that the defendants denied that commission had been earned, and set up as a defence the fact that secret commission had been received, and they counterclaimed against the plaintiffs and Cowperthwaite for a declaration that the defendants were entitled to receive all moneys received or to be received as secret commission which plaintiffs and Cowperthwaite held to their use, alternatively as damages. Two points had to be considered (1) as to whether the commission had been earned, and (2) as to what was the effect of Cowperthwaite taking commission from the Law Guarantee and Trust Society after stipulating for a share from the other side. Firstly, he thought that the plaintiffs had earned their commission. The Law Guarantee and Trust Society seemed to have been very prompt on their part. The word "advanced" meant issuing the debentures and getting them taken up. Secondly, what Cowperthwaite had done was clearly wrong. Cowperthwaite, he thought, had been adopted as agent by the defendants, but without their knowing of the secret commission. Any profits made by an agent in course of his employment were profits which he cannot retain, and amount to a debt from the agent to the principal for that amount. [He referred to *Morison v. Thompson* (L. R. 9 Q. B. 480), per Cockburn, C.J., at p. 486.] The principles laid down in *De Busche v. Alt* (8 Ch. D. 286) applied here, and he thought that as regards adjusting the rights as to the receipts, the principal could sue the sub-agent direct. This case was stronger than that of *De Busche v. Alt*. Here the commission was payable on an introduction from which business resulted. The relationship as laid down by *De Busche v. Alt* had been, he thought, created here. If Cowperthwaite received his commission without the defendant's knowledge, he would have to pay it over. The difficult point was as to the commission due to Cowperthwaite from the Law Guarantee and Trust Society from time to time on the future payments of premiums. These future payments could not be treated as trust money (*Lister & Co. v. Stubbs*, 34 SOLICITORS' JOURNAL, 456; 45 Ch. D. 1), but as a debt, and therefore in future whenever such a payment was made Cowperthwaite would be liable to be sued by the defendants, the relationship being debtor and creditor. He gave judgment for the plaintiffs for their commission, and held that the defendants could recover from Cowperthwaite the commission actually received from the Law Guarantee and Trust Society in connection with this transaction.—COUNSEL, S. T. Evans, K.C., and W. Frampton; J. E. Banks, K.C., and Holman Gregory; H. M. Sturges. SOLICITORS, W. & W. Stocken, for *Digby Powell*, Newport, Mon.; Williamson, Hill, & Co., for *Ingledeu & Sons*, Cardiff; C. F. Ingram.

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

Law Societies.

Chester and North Wales Incorporated Law Society.

The twenty-third annual general meeting of this society was held at the Town Hall, Chester, on Monday, the 22nd of February, 1904, Mr. CHARLES A. JONES, Carnarvon, president, in the chair. The report of the committee and the treasurer's accounts for the past year were received and adopted. The prize for article clerks, founded by Mr. John Allington Hughes, when president of the society in 1891-2, was presented by the president to Mr. John Kemp Cooke, who served his articles with Mr. John H. Cooke, of Winsford, and who was placed in the second class at the Honours Examination held in April last. The following officers of the society were unanimously elected for the ensuing year: Mr. Charles P. Douglas, of Chester, was elected president; Mr. A. Fletcher, of Northwich, re-elected vice-president; Mr. F. B. Mason, of Chester, re-elected hon. treasurer; and Mr. R. Farmer, of Chester, re-elected hon. secretary. The following gentlemen are the committee for the year: Messrs. J. Davies, Denbigh; T. Bury, Wrexham; E. W. Johnson, Llandudno; Charles A. Jones, Carnarvon; C. H. Pedley, Crewe; and W. H. Churton, T. Moore Dutton, C. P. Smith, and S. J. R. Dickson, all of Chester. Messrs. E. S. Giles and N. A. E. Way, both of Chester, were elected auditors. The annual dinner was held at the Blossoms Hotel, Chester, after the meeting. His Honour Judge Sir Horatio Lloyd was present as the guest of the president.

The following are extracts from the report of the committee:
Members.—The society now numbers 177 members. Seven barristers subscribe to the Library.

Education Act, 1902.—Pursuant to the resolution passed at the last annual meeting, your committee communicated with the clerks to the local education authorities within the society's district, but were not successful in obtaining the right to nominate a representative upon any of the Education Committees.

Prevention of Corruption Bill, 1903.—This Bill, as altered in the House of Lords, contained several most objectionable provisions. Your committee considered it necessary to do all they could to organize opposition to these provisions, which might have been brought to bear most oppressively upon members of our profession, and it is matter for congratulation that the Bill did not pass into law.

Carnarvonshire and Anglesea Law Society.—At the instance of your president, who was also president of the above-named society, it was decided that it should be amalgamated with your society, and that the

balance of its funds should be handed over to your treasurer to be applied in payment of the subscriptions of those members of the Carnarvonshire and Anglesey Society who should think fit to join your society. Your committee feel the greatest satisfaction in the accession of strength thus secured, and they trust that those members of the above-named society who have joined your society will never have any cause for regret. For his successful efforts in this matter, your committee feel that your president well deserves your hearty thanks.

The Law Society.—Under the supplemental charter country members are now elected as extraordinary members of the Council of the above society for a period of three years, and they need not be, as formerly, presidents of provincial societies. The first election was held in December last, and for the purpose of the election the districts formed by the scheme of the associated provincial societies for the election of ordinary (country) members of the Council—printed as an appendix to your committee's report for the year 1896—were utilized. Under this scheme your society falls in the western district, comprising the following societies: Chester and North Wales, Stockport, Shropshire, Herefordshire, Gloucestershire and Wiltshire, Bath, Somersetshire, Cardiff, Swansea and Neath, Merthyr Tydfil. Your committee nominated your president as a candidate, and obtained the support of the Herefordshire, Shropshire, and Swansea and Neath societies. The Bath society nominated Mr. W. Mercer Adam, of Bath, and that gentleman, who was supported by the Gloucestershire and Wiltshire, Somersetshire, Cardiff, and Merthyr Tydfil societies, was elected. This result your committee venture to think is unfortunate, inasmuch as the Gloucestershire society already has an admirable member of the Council in Mr. Ellett, of Cirencester; the Bristol Law Society (very properly on account of its importance) is represented by Mr. F. F. Cartwright; and the Bath society by Mr. Adam; whereas the northern and western portion of the district, comprising Cheshire, Shropshire, and the whole of Wales, is unrepresented. Herefordshire, it may be mentioned, is well represented by Mr. Humphrys, of Hereford, whose candidature was supported by your society. The committee are of opinion that a communication to the above effect should be addressed to the Law Society, and it is hoped that some means of securing a wider representation may be found.

Norfolk and Norwich Incorporated Law Society.

The following are extracts from the report of the committee:

Members.—The number of members is now seventy-two, of whom two are life members, and forty-nine are members of the Incorporated Law Society of the United Kingdom, henceforth to be known by the abbreviated title of "The Law Society." The number of barristers, justices of the peace, and others, not being members of this society, who subscribe to the law library is eleven, of whom one is a life member.

Extraordinary Members of the Council of the Law Society.—An alteration has been made in the method of election and the tenure of office of extraordinary members of the Council. Hitherto presidents of provincial law societies alone were eligible for election, and they were elected for one year only. Under the new regulations all members of country societies, who are also members of the chief society, are eligible for election, and hold office, when elected for three years, like ordinary members of the Council. For the purpose of securing a fair distribution, provincial societies are grouped, and the voting is according to the membership of the chief society. This society is grouped with Cambridge, Lincoln, and Herts. At the election which has recently taken place your committee nominated your president, Mr. F. O. Taylor, who has done excellent work on the Council as an extraordinary member for three years past, but, owing to the paucity of members of the chief society, the committee, although supported by the Lincoln society, failed to secure Mr. Taylor's election, and a gentleman from Herts obtained the majority of votes. The Eastern Counties are therefore without any representative on the Council, and the committee feel they have some ground for complaint at our society being grouped with Herts, which cannot be regarded as forming any part of East Anglia. When the next vacancy occurs in this district, your committee hope that a nominee of this society will be elected. A resolution will be submitted at the annual meeting urging on the Law Society to increase the number of provincial members of the Council.

Prevention of Corruption Bill.—Your committee have had this Bill, which was introduced into and passed the House of Lords, under consideration. They urged the Law Society to endeavour to secure amendments which would tend to remove or at any rate mitigate some of the most objectionable features of the Bill. The Attorney-General eventually undertook to meet the views of the Law Society in some respects, but the Bill, though put down for third reading on several occasions, was ultimately withdrawn.

General.—The committee cannot close this report without expressing their most cordial thanks to our president for his hospitality in entertaining all the members of our society at a banquet in Blackfriars' Hall, on the 5th of February, when they had the opportunity of meeting and hearing Mr. Gray Hill and Mr. Rawle (the president and vice-president of the Law Society). In recording their thanks the committee feel they are but giving expression to the sentiments of every member.

United Law Society.

Feb. 29.—Mr. J. F. W. Galbraith presided.—The motion for debate was: "That this house disapproves of the passive resistance movement." Mr. Kenneth Ingram supported and Mr. J. Wylie opposed the motion, which was carried by a three-fifths majority.

The annual dinner of the society will be held on 23rd March at the Hotel Cecil.

March 7.—Mr. J. F. W. Galbraith presided.—Mr. W. A. Jolly and Mr. G. F. Head were elected members. Mr. R. O. Nesbit moved: "That this house is of opinion that the Government of this country, by its conduct of affairs in the Far East since the China-Japan War, is responsible for the present difficulties between Russia and Japan." Mr. J. R. Yates opposed. The speakers included Messrs. E. S. Cox-Sinclair, C. Kains-Jackson, F. O. Clutton, and J. F. W. Galbraith.

Law Association.

A meeting of the directors was held at the hall of the Law Society on Thursday, the 3rd inst., Mr. S. J. Daw in the chair. The other directors present were Mr. F. T. Birdwood, Mr. H. C. Nisbet, Mr. R. H. Peacock, Mr. R. J. Pead, and Mr. J. Vallance. A sum of £20 was voted for the relief of a London solicitor's widow; one new life member, and seven annual subscribers were elected members; and other business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society, Chancery-lane, London, on the 9th inst., Mr. J. Roger B. Gregory in the chair, the other directors present being Sir George Lewis, Bart., and Messrs. A. Davenport, Walter Dawson, Augustus Helder, M.P. (Whitehaven), O. G. May, Richard Pennington, J.P., W. Arthur Sharpe, Maurice A. Tweedie, R. W. Tweedie, and J. T. Scott (secretary). A sum of £330 was distributed in grants of relief, two new members were admitted to the association, and other general business transacted.

The Barristers' Benevolent Association.

The annual meeting of this association was held on Wednesday in the Middle Temple-hall.

The ATTORNEY-GENERAL presided, and among those present were the Lord Chief Justice, Mr. Justice Barnes, Mr. Justice Grantham, Sir Edward Clarke, K.C., Sir Harry Poland K.C., and His Honour Judge Snagge.

The committee's report stated that the donations received during the year amounted to £735, and the subscriptions to £1,691. There were 101 applications for assistance made to the committee during the year. Relief was granted in 90 instances, and the total grants made amounted to £2,372. At the last general meeting Sir E. Clarke, on behalf of a friend and himself, offered two sums of £100 towards making good the deficiency of about £1,000 referred to in the last report, provided that eight similar donations were forthcoming before the beginning of the last Long Vacation. Only three donations had been received in response to his offer, which, however, had now been extended until the 30th of June next.

The ATTORNEY-GENERAL in moving the adoption of the report, said that it mentioned a case in which a member of the Bar was by a temporary relief able to tide over a season of ill-health. Having surmounted his difficulties he repaid the association the amount they had given him, although no stipulation to that effect was made with the grant. No work was more fruitful of good results than help given which enabled men to get over temporary difficulties. The committee desired to impress on all present the importance of making further exertions to bring in new subscribers. The number of subscribers to the association actually practising at the Bar was about 550. The total number of practising members of the Bar he had heard estimated at 3,000, and he would put it at the low estimate of 2,000. Thus only about a quarter of the total number were subscribers.

Mr. J. B. MURPHY, K.C., seconded the motion, and the report was adopted.

The LORD CHIEF JUSTICE moved the appointment of the committee of management. Sir HARRY POLAND, K.C., seconded the motion, which was carried.

The President of the Incorporated Law Society, Mr. J. E. Gray Hill, will preside at the next lecture (the last of the present series) to be delivered to the Solicitors' Managing Clerks' Association on Thursday, the 24th inst., at 7 p.m., in Lincoln's-inn Old Hall. The subject of the lecture, which will be delivered by B. Fossett Lock, Esq., Secretary of the Selden Society, is "Vindication of the Legal Rights of the Poor in Civil and Criminal Courts."

Referring to the death of Lord Shand, the Lord Chancellor, on Monday, in the House of Lords said: I cannot forbear from saying on the present occasion a word or two on the subject of the loss which your lordship's House has sustained in the death of my noble and learned friend, Lord Shand. He was sitting with us in the performance of his judicial duties a very short time ago, and I think it is only due to his memory to say that, after a long and a distinguished career as a judge in Scotland, he, while being under no sort of obligation to attend our sittings and without any remuneration or reward of any kind, was for more than eleven years aiding and assisting, both in this House and on the Judicial Committee of the Privy Council, in the discharge of judicial business. We have derived great advantage from his assistance, which was always most cheerfully rendered in either of these tribunals; and without his assistance sometimes it would not have been easy, with both courts going at the same time, to avoid serious delays to the judicial business of the House. It would be very ungrateful if we did not recognize the most generous and disinterested services which for so long a time Lord Shand rendered with such great advantage to the public.

The London County Council and Land Transfer.

IN response to a circular letter sent out by the Land Law Reform Association the following candidates intimated their willingness to vote for an inquiry into the working of the new system of compulsory registration of title that has been on trial as an experiment in the County of London since the 1st of January, 1899:

BATTERSEA.—W. Davies.
 BETHNAL GREEN (S.W.).—J. H. Keeling, A. Maconachie.
 BETHNAL GREEN (N.E.).—R. S. Leans, Dr. B. H. McCrea, E. Smith.
 Brixton.—F. Dolman, S. Cresswell, W. Hayden.
 CAMBERWELL (N.).—R. Bray.
 CHELSEA.—J. Jeffery.
 CITY OF LONDON.—Sir T. Brooke Hitching.
 CLAPHAM.—T. P. Gaskell, J. G. Kipling, E. C. Pannett.
 DULWICH.—T. Gautrey, G. A. Hardy.
 FULHAM.—P. Lawson.
 HACKNEY (N.).—W. H. Key.
 HACKNEY (S.).—A. Smith.
 HAGGERSTON.—Lord Monkswell.
 HAMMERSMITH.—J. Brandon, E. Collins.
 HAMPSHIRE.—W. E. Mullins, Dr. C. H. Smith, N. Hanhart, J. T. Taylor.
 HOLBORN.—W. H. Ansell, A. Goodes.
 ISLINGTON (E.).—A. A. Thomas.
 ISLINGTON (W.).—A. J. Adams, H. J. Clarke.
 ISLINGTON (S.).—G. S. Elliott.
 ISLINGTON (N.).—C. Parkinson.
 KENNINGTON.—J. W. Beun.
 KENNINGTON (S.).—H. Norton, R. A. Robinson.
 LEWISHAM.—J. V. Fitzgerald, K.C.
 LIMEHOUSE.—A. L. Leob, W. B. Bawn, E. Gray, M.P.
 MARYLEBONE (W.).—W. H. Sands, J. Lewis.
 MARYLEBONE (E.).—Dr. J. Fletcher Shaw, Sir William Geary.
 NORWOOD.—A. Chapman, E. E. Micholls.
 PADDINGTON (S.).—J. Kennedy, D. Vaughan Owen.
 PECKHAM.—C. G. Clarke, F. Fleming, J. Somerville.
 POPLAR.—W. G. Crooks, M.P.
 ROTHERHITHE.—A. Pomeroy, Rev. Father Brown.
 SOUTHWARK.—E. Bayley.
 ST. GEORGE'S, HANOVER-SQUARE.—H. J. Greenwood.
 ST. PANCRAZ (W.).—Sir William Collins.
 ST. PANCRAZ (S.).—G. Bernard Shaw, Sir William Geary.
 ST. PANCRAZ (E.).—E. Barnes, Alderman T. H. Idris.
 STEPNEY.—W. C. Steadman.
 STEPNEY (WHITECHAPEL).—W. C. S. Johnson.
 STEPNEY (MILE END).—B. S. Strauss, G. Warren.
 STEPNEY (ST. GEORGE'S).—H. H. Wells.
 STRAND.—Rev. A. W. Oxford.
 WALWORTH.—Rev. A. W. Jephson.
 WANDSWORTH.—William Hunt, W. J. Lancaster, R. Tweedie-Smith, E. P. Williams.
 WEST NEWINGTON.—Major H. C. Gibbings.
 WESTMINSTER.—C. Duncan, C. L. Heywood.
 WOOLWICH.—F. Chambers, Rev. L. J. Jones.

Obituary.

Mr. F. W. E. Everitt, K.C.

Mr. Everitt, K.C., died on Wednesday last, at the age of seventy-three years. He was the son of Mr. W. Stiffe, formerly of Swansea, and assumed the surname of Everitt, in place of Stiffe, early in life. He was called to the bar in 1855, having obtained the studentship in 1854, and he had a large practice as a junior. In 1882 he was made a Queen's Counsel and in 1884 was elected a bencher of Lincoln's-inn. He was an extremely industrious man and a good practical lawyer.

Lord Shand.

Lord Shand died on Sunday at the age of seventy-five years. He was the son of Mr. Alexander Shand, of Aberdeen, and was educated at the Glasgow, Edinburgh, and Heidelberg Universities. He was an Hon. LL.D. of Glasgow, and a D.C.L. of Oxford. He was admitted as an Advocate in Scotland in 1853. He was appointed Advocate-Deputy in 1861, and Sheriff of Kincardineshire in 1862, and of Haddington and Berwick in 1869. He was a Judge of the Court of Session from 1872 to 1890. He was appointed a Privy Councillor in 1890. He was created Lord Shand of Woodhouse, Dumfriesshire, in 1892, and constantly acted as a law lord, and in the Judicial Committee of the Privy Council. He leaves no heir.

There is, says the *Daily Mail*, a movement in Dublin to secure the provision of a special court exclusively for the trial of youthful offenders. The suggestion has received the approval of the city corporation, and it is proposed that a building for the purpose shall be found in a part of the city some distance from the ordinary police-court.

Legal News.

Changes in Partnerships.

Dissolutions.

ALBERT LESSER and HENRY GEORGE DANGER, solicitors (Lesser & Danger), 61 and 62, Gracechurch-street, London. Jan. 1.

WILLIAM HENRY SMITH and JOHN DAVID DOUGLAS, solicitors (Andrew Smith & Douglas), Northampton. Feb. 29. [Gazette, March 4.]

CHARLES PERCY CHARLESWORTH, RICHARD WILSON, and GEORGE KENNETH CHARLESWORTH, solicitors (Charlesworth & Wilson), Skipton, and at Settle under the style or firm of Charlesworth & Co. Feb. 27.

GEORGE FARQUHARSON KING, JOHN ROBINSON ADAMS, and FREDERICK WEST, solicitors (West, King, Adams, & Co.), 66, Cannon-street, London. Feb. 29. [Gazette, March 8.]

General.

It is stated that nearly one-sixth of the members of the new London County Council are members of the legal profession.

Mr. Mead, one of the metropolitan police magistrates, who was taken ill last week at Thames police-court, is stated to be in a very grave condition, suffering from pneumonia.

The complimentary banquet of members of Gray's-inn to Sir John Anderson, the Governor of the Straits Settlements, took place on Wednesday last. Mr. H. E. Duke, K.C., M.P., presided.

The Prince of Wales, the Treasurer of Lincoln's-inn, has intimated his intention of presiding at a smoking concert of the Inns of Court Rifle Volunteers, which will take place in Lincoln's-inn Hall on Tuesday, the 17th of May.

Miss Christabel Pankhurst, the young Manchester lady who recently made an unsuccessful application for admission to one of the Inns of Court, has, says the *St. James's Gazette*, applied for membership of the Manchester Law Students' Society.

Mr. H. Erle Richards was entertained at dinner at the Café Royal on Saturday by his friends at the bar in celebration of his recent appointment to be Ordinary Member of the Council of the Governor-General of India. The Attorney-General presided, and among those present were Mr. Justice Darling, Mr. Justice Jelf, and the Solicitor-General.

The following conversation in court is reported by the *Central Law Journal*: "You want me to tell the whole truth!" asked the witness. "Certainly," replied the judge. "The whole truth about the plaintiff?" "Of course." "How long does this court expect to sit?" "What difference does that make?" "It makes a lot of difference. I couldn't tell the whole truth about that scoundrel inside of thirty days."

"Counsel always seem to think," said Mr. Justice Channell the other day, "that a judge cannot understand anything unless it is repeated at least ten times. I assure you that I generally understand at, say, the second or third repetition." One of Vice-Chancellor Bacon's best sayings was, says the *Globe*, directed against this forensic habit of repetition. "In the exercise of my discretion, my lord, I will read the letter again," observed a too persistent junior. "In the exercise of your what, Mr. —?" cried the old judge. "I wish that faculty of which you speak would induce you to compress your argument." There still sits upon the bench the judge who, when annoyed by an advocate of the same type, said, "That, Mr. —, is the fourth time you have mentioned that fact. Is it that you distrust the intelligence of the court, or that your memory is defective?"

Sir Robert Finlay has, says the *Globe*, placed upon the table of the House of Commons a draft of the rules he proposes to make under the Poor Prisoners' Defence Act, and there they will remain for forty days. Magistrates who looked to them for enlightenment as to the circumstances in which they ought to grant a certificate of legal aid are likely to be disappointed. They merely provide that every clerk of assize and clerk of the peace shall keep a list of solicitors willing to undertake the defence of poor prisoners, and a list of barristers ready to appear in such cases; that a certificate of legal aid shall, as soon as it has been granted, be sent to the clerk of assize or clerk of the peace, with the name of the solicitor who has been assigned to the prisoner; and that any member of the bar whose name appears upon the list may be instructed, on behalf of the prisoner, by the solicitor so assigned.

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON				Mr. Justice Byrne.
	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice Kekewich.	Mr. Justice Kekewich.	
Monday, March	14 Mr. Farmer	Mr. Church	Mr. King	Mr. King	Mr. Beal
Tuesday	15 King	Mr. Gresswell	Mr. Farmer	Mr. Farmer	Mr. Carrington
Wednesday	16 Church	Mr. Theobald	Mr. King	Mr. King	Mr. Beal
Thursday	17 W. Leach	Mr. Gresswell	Mr. Farmer	Mr. Farmer	Mr. Carrington
Friday	18 Gresswell	Mr. Church	Mr. King	Mr. King	Mr. Beal
Saturday	19 Church	Mr. Gresswell	Mr. Farmer	Mr. Farmer	Mr. Carrington

Date	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINER EADY.
Monday, March 14	Mr. W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Godfrey
Tuesday 15	Theod	Jackson	Godfrey	R. Leach
Wednesday 16	W. Leach	Pemberton	R. Leach	Jackson
Thursday 17	Theod	Jackson	Godfrey	Pemberton
Friday 18	W. Leach	Pemberton	R. Leach	Carrington
Saturday 19	Theod	Jackson	Godfrey	Beal

The Property Mart.

Sale of the Ensuing Week.

March 14.—Messrs. WEATHERALL & GREEN, at the Mart, at 2:—Freehold Ground-rent of £100 per annum, secured upon Nos. 63, 65, 67, and 69, Endell-street, St. Giles-in-the-Fields, a few yards from Broad-street and Shaftesbury-avenue, with reversion at Midsummer 1917, to the rack-rents, which amount at present to about £480 per annum. Solicitors, Messrs. Perkins & Weston, London.—Important Freehold Building Site, occupying a very commanding position in the Shaftesbury-avenue (200 yards from Piccadilly-circus and almost opposite the Troadero), with a frontage thereto of about 147 feet, and further frontages on three sides to good and old-established thoroughfares.—Mr. Wardour-street, Rupert-street, and Upper-Rupert-street, and containing a total superficial area of about 23,408 feet. Solicitors, Messrs. Beachcroft, Thompson, & Co., London. (See advertisements, Feb. 13, p. 292.)

March 15.—Messrs. DAVID BURNETT & Co., at the Mart, at 2:—Life Interest and Policies of Assurance: The Life Interest of a married lady aged 30, amounting to £805 per annum; securities, Railway Preference Stock, New Zealand Inscribed Stock, Freehold Ground-rents, Mortgages on Freehold Property, in London and elsewhere; also Policies of Assurance for £10,000 upon the same life. Solicitors, Messrs. Herbert Smith, Goss, King, & Gregory, London. (See advertisements, this week, p. ii.)

March 15 and 16.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2, in conjunction with Messrs. Montagu and Robinson: Freehold and Leasehold Investments, in capitally situated, established districts, producing a revenue of £10,618 per annum, chiefly from shops and other first-class premises, let on leases for terms mostly within 21 years. Solicitor, A. E. Sidney, Esq., London. (See advertisements, March 5, p. iv.)

March 16.—Mr. EDWARD WALTER RUSHWORTH, of the firm of RUSHWORTH & STEVENS, at the Mart, at 2:—Well-secured Freehold Ground-rents, amounting to £228 4s. per annum, arising out of a block of property, situate Nos. 50, 50A, and 51, Pall-Mall, and Nos. 2, 3, 4, 5, and 6, Pall-mall-place, W. Solicitors, Messrs. Woodcock, Ryland, & Parker, and Messrs. C. R. & F. H. Stevens, London. (See advertisement, March 5, p. iv.)

March 16.—Messrs. H. E. FOSTER & CRANFIELD (in conjunction with Messrs. EASTMAN BROS.), at the Mart, at 2:—Sydenham: Eligible Freehold Investments in conveniently-planned Semi-detached Residences, producing £150 per annum. Solicitor, Sam Patey, Esq., London.—City of London: Valuable Freehold Ground-rent of £400 per annum. Solicitors, Messrs. Desborough, Son, & Pritchard, London.—Winchmore Hill: 12a, 2c, 33p. of Freehold Building Land land tax redeemed, adjoining Fire Farm, Elm-lane, near to the Green-lanes, and about one mile from Winchmore Hill and Palmers Green Stations on the Great Northern Railway, and Silver-street on the Great Eastern Railway. Solicitors, Messrs. Crosse & Sons, London.—Plumstead: Freehold Livery Stables and Shop Premises, with Stabling; the whole producing from old tenants £190 10s. per annum. Solicitor, H. E. Foster, Esq., London. (See advertisements, this week, back page.)

March 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To Two-twenty-sevenths of a Trust Fund value £31,000; lady aged 65. Solicitor, C. E. Soames, Esq., London.

To Trust Fund, represented by Freeholds and Mortgages, value £7,614, with covering policies; lady aged 50, provided the reversioner attain the age of 21. Solicitors, Messrs. C. W. Brown & Ayles, London.

To One-third of £3,000, as to one-third of £1,000 on the marriage of a spinster aged 45, and one-third on death of the said lady, provided the said reversioner, aged 48, survive her.

To a sum of £1,400, charged upon a Trust Fund value £7,300; gentleman aged 68 and a lady aged 66. Solicitors, Messrs. Pearce-Jones & Co., London.

To One-fourth of £15,000; lady aged 65. Solicitors, Messrs. Hammond & Richards, London.

POLICIES for £3,000, £800. Solicitors, Messrs. Robinson & Bradley, London.

2,000 Five-and-a-half per Cent. Cumulative Preference Shares in the West End Clothiers Co. (Limited).

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, March 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BURNHAM UNITED GAS LIGHT AND COKE CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry Cleare, Burnham, Bucks.

LIVERPOOL AND GARSTON STEEL AND IRON CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Case Morris, 24 The Albany, Old Hall st, Liverpool.

BATEMAN & CO., LIVERPOOL.—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to Edward Cecil Moore, 3, Crosby st., Russell & Arncliffe, 61 Winchester st., solvers for the liquidator.

MILES DANIEL & CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to Edgar Edwards, 7, Theobald rd, Cardiff. Pethybridge, Cardiff, solver for liquidator.

OLDLAND COLLIERY CO., LIMITED.—Petition for winding up, presented Feb 27, directed to be heard March 16. Stanley & Co, 61 George st, Westminster, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 14.

PARAL MINE, LIMITED.—Petition for winding up, presented Feb 29, directed to be heard March 18. Rolitt & Co, Mining ln, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 14.

RAIP TRANSIT CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to George Henry Roman, 86, Leadenhall st.

London Gazette.—TUESDAY, March 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUDLEN GAS AND COKE CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before March 29, to send their names and addresses, with particulars of their debts or claims, to William Eric Smith, Audlen, Cheshire.

CARDIGANSHIRE COAL CO., LIMITED.—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Reginald Bernard Petre, 3, Lothbury.

E C WALTON & CO., LIMITED.—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to Joseph Henry Scott, Victoria Chambers, Bowley in, Hull. Bates & Mountain, Grimaby, solvers for liquidator.

FANTI CORPORATION, LIMITED.—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to G G Walker, 19, St Swithin's ln.

GEORGE HARRISON & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before March 21, to send particulars of their debts or claims to George H Cricks, 13, Berners st.

R J PORTER & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to James John Gillespie, 40, Westgate rd, Newcastle upon Tyne. Criddle & Criddle, Newcastle upon Tyne, solvers for liquidator.

WESLEY COLLEGE, SHEFFIELD.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Parkin, The Mount, Sheffield. Branson & Son, Sheffield, solvers for liquidator.

WORCESTER LAND AND INVESTMENT CO., LIMITED.—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Harry Day and Francis James Hemming, 6, Sansome pl, Worcester.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 4.

BARKER, WILLIAM HENRY, 8, Finch ln, Stock and Share Dealer April 29 Jones v Barker, Swinfert Eady, J. Greenip, George st, Mansion House.
HODGSON, EDWARD DOWLING, Eaton Vale, Darlington Downs, Queensland March 25 Hodgson v Hodgson, Byrne, J. Broughton, Gt Marlborough st, Westminster.

London Gazette.—TUESDAY, March 8.

HUNT, SIR FREDERICK SEAGES, Bart, Barnsgate April 13 Silicate Paint Co, J B Orr & Co (Limited) v Hunt, Byrne, J. Taylor, Lincoln's inn fields.
MELHURST, ELIZA, South Molton, Devon March 30 Fuller v Day, Farwell and Eady, JJ Taylor, Norfolk st, Strand.
SWAIN, JOHN, Holmes Chapel, Chester, Painter April 8 Speakman v Swain, Registrar, Manchester Scholes, Princess st, Manchester.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 23.

ADAMS, SARAH, Denbigh April 4 Davies, Denbigh
ALVEY, SUSANNAH, Loughborough, Lodging house keeper March 26 Deane & Son, Loughborough.

ANGLER, GEORGINA, Finsbury Park March 12 Carter & Bell, Idol ln, Eastcheap
ASHCROFT, MARGARET, Allerton, nr Liverpool March 25 Rodd, Liverpool.

BARNES, JOHN SHIPLEY, Stanhope, Durham, Quarry Contractor March 31 Farmer, Stockton on Tees.

BRIERLY, SARAH, Leicester March 22 Stevenson & Son, Leicester.

BROCK, LUCY SYBIL, Walton on Thames March 31 Valpy & Co, Lincoln's inn fields.

BRYANT, ELIZABETH, Seacombe, Chester March 31 Sampson & Co, Liverpool.

CANNELL, GEORGE HENRY, Hathersage, Derby April 18 Watson & Co, Sheffield.

CARVER, HENRY, Bury St Edmunds, Upholsterer March 23 Woodcock & Co, Bury St Edmunds.

CASWELL, EMMA, Reading March 20 H & C Collins, Reading.

CREW, EDWIN GEORGE, Clifton, Bristol March 31 Benson & Co, Bristol.

DALE, JOHN GOODIER, Mosley, Wilmslow, Chester April 27 Cobbett & Co, Manchester.

DAWSON, SARAH, Darlington, Staffs March 31 Corbett, Darlington.

DOUGLAS, THOMAS, Forest Hill, Shipping Agent March 30 Gowing, Finsbury post.

DUNKLEY, THOMAS, Denton, Northampton, Farmer March 17 Darnell & Price, Northampton.

ELICK, HENRY, Richmond, Surrey, Balance Manufacturer March 31 Farlow & Jackson, Fenchurch st.

ELLIOTT, JOHN, Busby in Cleveland, Yorks March 18 Jackson & Jackson, Middlesbrough.

ENLEY, CHRISTOPHER, Laverton, nr Ripon, Farmer March 1 Edmundson & Goward, Ripon.

FARDELL, MARY ANN, Maidenhead March 7 Weed, Maidenhead.

GARDNER, MARY, Rochdale March 31 Chadwick, Rochdale.

GOUDALE, FREDERICK ALBERT, Littlebourne, Kent March 31 Wightwick & Kingsford, Canterbury.

HALEY, JAMES, Brighouse March 20 Laycock & Co, Huddersfield.

HALL, MARTHA, Dorking March 25 Camp & Ellis, Watford.

HARRIS, DAVID DARRV, Aston, Birmingham March 30 Lee & Co, Birmingham.

HART, JAMES, Brighton March 31 Emmet & Co, Bloomsbury sq.

KIRKWOOD, HANNAH, Plymouth March 19 Blake & Co, Portsmouth.

LAZARILL, JAMES ANN, Basingbourne, Cambridge March 25 King, Royston, Herts.

MINSHULL, WILLIAM EDWARD, Small Heath, Birmingham, Goldsmith April 1 Mitchell, Birmingham.

NICHOLSON, JAMES CHARLES, Sheffield March 25 Alderson & Co, Sheffield.

PRENEN, SAMUEL JAMES, Greenwich March 19 Howard & Shelton, Moorgate.

PRYTON, ELIZABETH, Cottingham, Yorks April 1 Jackson & Son, Hull.

PRYTON, THOMAS JAMES, Camomile st, Solicitor March 31 Phipps & Brown, Camomile st.

PURLEY, JOHN, South Norwood, Packing Case Manufacturer March 25 Huntley & Son, Tooley st.

SANDFORD, Right Rev CHARLES WALDEMAR, DD, Oxford March 25 Smythe & Brettell, Basinghall st.

SEARBY, ROBERT, Scamblsey, Lincs, Farmer March 29 Thurman & Co, Ilkerton.

STREYER, SAMUEL, Anwick, Lincs, Farmer April 6 Toynbee & Co, Lincoln.

TATLOW, GRACE, Kew Gardens March 26 Whitfield & Harrison, Surrey st, Strand.

THOMAS, MARY ANN, Holloway April 8 Jennings, Kentish Town rd.

THROUGHTON, JOHN, Broadway, Worcester April 1 New & Olders, Evesham.

TURPIN, AMELIA DAVIS, Newcastle upon Tyne March 20 Gee & Dunn, Newcastle on Tyne.

WEBSTER, JONATHAN, Pulsey, Yorks, Shoe Manufacturer April 2 Lupton & Fawcett, Leeds.

Bankruptcy Notices.

London Gazette.—FRIDAY, March 4.

RECEIVING ORDERS.

ADAMS, CHARLES EATON, Hanley, Boot Dealer Hanley Pet Feb 29 Ord Feb 29

ARMSTRONG, JAMES CLAUDE, Ebury st, Eaton sq High Court Pet March 2 Ord March 2

BAXTER, ARTHUR EDWARD, Derby, Baker Derby Pet Feb 29 Ord Feb 29

BLOOMFIELD, ALFRED JOHN, Wisbech St Peter, Cambridge, Coachbuilder King's Lynn Pet March 1 Ord March 1

BOSS, HERBERT, Richmond Wandsworth Pet Jan 14 Ord March 1

CHAMBERLAIN, THOMAS OWEN JOHN, Kingston on Hull, Tailor Kingston on Hull Pet March 2 Ord March 2

CLARKE, ARTHUR, Haverhill, Suffolk, Upholsterer Cambridge Pet March 2 Ord March 2

CLARKE, HENRY, Leeds, Fancy Dealer Leeds Pet Feb 29 Ord Feb 29

COOPER, JAMES HENRY, Glasbury rd, West Kensington High Court Pet Feb 12 Ord March 1

CORRETT, GUY BEECHOFF, Balham, Builders' Material Merchant High Court Pet Feb 1 Ord March 1

FIELD, ALFRED JOHN, Cheltenham, Surgeon Cheltenham Pet March 2 Ord March 2

FRANCIS, JOHN WILLIAM, Bardfield Saling, Essex, Miller Chelmsford Pet March 1 Ord March 1

GAMBLE, WILLIAM WOODFORD, Fleckney, Leicester, Butcher Leicester Pet Feb 29 Ord Feb 29

GILL, EDWIN ROBERT, St George, Bristol Bristol Pet March 2 Ord March 2

GRAVES, CHARLES, Sutton High Court Pet Feb 24 Ord Feb 29

HALES, WILLIAM, Wigan, Draper Wigan Pet Feb 29 Ord Feb 29

HAMILTON, HENRY GARDINER, Brighton Brighton Pet Feb 29 Ord March 1

HAMMONDS, CHARLES, Treaslow, Glam, Colliery Repairer Pontypridd Pet March 2 Ord March 2

HART, CHARLES PAIR, Sheringham, Norfolk, Licensed Victualler Norwich Pet March 1 Ord March 1

HASTINGS, GEORGE, Skegby, Notts, Fruit Merchant Nottingham Pet March 1 Ord March 1

HATTON, JOHN GOODMAN, Richmond, Coachbuilder Wandsworth Pet March 1 Ord March 1

HUNTER, WILLIAM H. C. D., Whetstone, Middlesex, Signwriter Barnet Pet Feb 29 Ord Feb 29

JACKLIN, JOSEPH, Belford, Lincs, Farmer Lincoln Pet Feb 6 Ord Feb 25

JENKINS, WILLIAM HENRY, Swansea, Shipbroker Swansea Pet March 1 Ord March 1

KIMBER, ALFRED HERBERT, Bedford, Coal Dealer Bedford Pet Feb 29 Ord Feb 29

KITTON, J. E. BARKING, Essex, Timber Merchant Chelmsford Pet Oct 27 Ord Feb 29

LOVEGROVE, ALFRED HENRY, Chalfont St Peter's, Slough, Carpenter Reading Pet Feb 29 Ord Feb 29

LURLEY, OSCAR ALBERT, St John's Wood, Solicitor High Court Pet Feb 29 Ord Feb 29

MAXWELL, EDWIN, Bedford, Engineer's Factor Bedford Pet Feb 17 Ord March 1

ONLEY, PHILIP GEORGE, Walton on the Naze, Builder Colchester Pet March 1 Ord March 1

PARKES, CHARLES HARRY, Coventry, Licensed Victualler Coventry Pet March 1 Ord March 1

PARTINGTON, JAMES, Bolton, Grocer Bolton Pet March 1 Ord March 1

QUICK, GEORGE ELI, Eastbourne Eastbourne Pet Feb 29 Ord Feb 29

RICHARDSON, FREDERICK WILLIAM, Kidderminster, Baker Kidderminster Pet Feb 29 Ord Feb 29

ROWE, JOHN ALBERT, Egrement, Cheshire, Dairyman Birkenhead Pet Feb 16 Ord Feb 29

SHORROCKS, ROBERT, Bolton, Baker Bolton Pet Feb 29 Ord Feb 29

SLOCOMBE, ALFRED, Ilfracombe, Grocer Barnstaple Pet Feb 29 Ord Feb 29

STAPLES, HERBERT, jun, Liverpool, Fish Merchant Great Grimsby Pet Feb 29 Ord Feb 29

WILKINSON, JOHN DAVID, Dales, Lincs, Farmer Boston Pet March 2 Ord March 2

WILSON, WILLIAM, Leeds, Grocer Leeds Pet Feb 29 Ord Feb 29

WOOD, ALFRED, Wolverhampton, Fruiterer Wolverhampton Pet March 2 Ord March 2

Amended notices substituted for those published in the London Gazette of Feb 25:

ADAMS, HERBERT LEWIS, Sunderland Sunderland Pet Jan 25 Ord Feb 22

RECEIVING ORDER RESCINDED.

REGAN, W. F. St Swinith's in High Court Rec Ord Feb 17 Resc March 2

FIRST MEETINGS.

ADAMS, HERBERT LEWIS, Sunderland March 14 at 3 Off Rec 25, John st, Sunderland

ARMSTRONG, JAMES CLAUDE, Ebury st, Eaton sq March 17 at 12 Bankruptcy bldgs, Carey st

BAXTER, ARTHUR EDWARD, Derby, Baker March 12 at 11 Off Rec 47, Full st, Derby

BLOOMFIELD, ALFRED JOHN, Wisbech St Peter, Cambridge, Coachbuilder King's Lynn Pet March 1 Ord March 1

BOSS, HERBERT, Richmond Wandsworth March 15 at 12 Off Rec, Graves st, Oldham

CANOVIA, ROBERT JOHN, Southwold, Suffolk, Jeweller March 14 at 11 Auction Mart, Tokenhouse yard

CLARKE, HENRY, Leeds, Toy Dealer March 14 at 11 Off Rec 22, Park row, Leeds

COLLARD, EDWARD DRENE, Herne Bay, Corn Merchant March 12 at 12 The Dolphin Hotel, Herne Bay

COOK, WILLIAM, Wolverhampton, General Dealer March 14 at 11.30 Off Rec, Wolverhampton

COOPER, JAMES HENRY, Glasbury rd, West Kensington, Licensed Victualler March 14 at 12 Bankruptcy bldgs, Carey st

CORRETT, GUY BEECHOFF, Balham, Builders' Material Merchant High Court Pet Feb 1 Ord March 1

COX, WILLIAM HENRY, Iford, Fishmonger March 14 at 12 Off Rec, Byrom st, Manchester

CURR, DAVID, Stretoford, Lanes, Merchant March 14 at 2.30 Off Rec, Byrom st, Manchester

DICKER, FREDERICK, Bournemouth, Greengrocer March 15 at 12.45 Off Rec, City chmbrs, Endless st, Salisbury

DOWNER, JESSE, Pontypridd, Mon, Licensed Victualler March 15 at 11 Off Rec, Westgate chmbrs, Newport, Mon

EDNEY, ARTHUR, Brighton, House Furnisher Mar 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton

ETHERINGTON, WILLIAM, Chadmoor, nr Cannock, Staffs, Butcher Mar 14 at 11 Off Rec, Wolverhampton

FISHBURN, JAMES, Thornaby on Tees, Yorks, Skilled Labourer Mar 15 at 11 Off Rec, 8, Albert rd, Middlesbrough

GARFORTH, JAMES ALFRED, Dukinfield, Cheshire, Solicitor, Mar 14 at 3 Off Rec, Byrom st, Manchester

GOLDSBROUGH, WILLIAM, jun, and WILLIAM GOLDSBROUGH, jun, Darlington, Tailors Mar 16 at 3 Off Rec, 8, Albert rd, Middlesbrough

HALES, WILLIAM, Wigan, Draper Mar 14 19, Exchange st, Bolton

HEALEY, JOHN, The Wyches, nr Malpas, Chester, Pig Dealer March 25 at 10.30 Royal Hotel, Crewe

HERRIN, SAMUEL, Edlington, Northampton, Draper March 12 at 12 1, St Aldates, Oxford

LAMMING, WILLIAM, St Grimsby, March 12 at 11 Off Rec, 15, Osborne st, St Grimsby

MASSEY, SAMUEL ASHTON, Hight Broughton, Lanes, Carver March 14 at 3.30 Off Rec, Byrom st, Manchester

MELLORE, DANIEL, and JAMES MELLOR, Oldham, Coach Proprietors March 15 at 11 Off Rec, Greaves st, Oldham

MILNER, WILLIAM, TOWNSHAW, Pritwell, Essex, Coal Dealer April 6 at 12 Shirehall, Chelmsford

MOTHERS, CHARLES HENRY, Cambridge, Baker March 12 at 12 Off Rec, 5, Petty Cur, Cambridge

NEWMAN, HENRY, Treaslow, Glam, Grocer March 14 at 3 135, High st, Merthyr Tydfil

PARTINGTON, JAMES, Bolton, Grocer March 15 at 3 19 Exchange st, Bolton

PORTER, BARNARD JOSEPH, Darlington, Dental Art Worker March 15 at 11 Off Rec, 8, Albert rd, Middlesbrough

RICHARDS, HENRY, Blawern, Treherbert, Glam, Collier March 15 at 12 135, High st, Merthyr Tydfil

SHORROCKS, ROBERT, Bolton, Baker March 14 at 11 19, Exchange st, Bolton

SLOCOMBE, ALFRED, Ilfracombe, Grocer March 14 at 12.30 Messrs Sanders & Son, High st, Barnstaple

SPENCER, GEORGE, Binfield, Laundryman March 19 at 1 Townhall, Windsor

STEVENSON, CHARLES ANTHONY, Wroxham, Norfolk, Blacksmith March 15 at 12.30 Off Rec, 8, King st, Norwich

SUTCLIFFE, JOHN, Littleborough, Lanes, Cotton Manufacturer March 22 at 11.15 Town Hall, Rochdale

THOMAS, TOM, Wanswell, nr Berkeley, Glos, Retired Publican March 12 at 12 Off Rec, Stat on, Gloucester

WILSON, WILLIAM, Leeds, Grocer March 14 at 11.30 Off Rec, 22, Park row, Leeds

WOOLLIANS, ARTHUR JOHN, Moreton in Marsh, Glos, Draper March 14 at 12 Bankruptcy bldgs, Carey st

Amended notice substituted for that published in the London Gazette of March 1:

COBB, ALEXANDER HENRY, and RUSSELL GEORGE PITTARD, Yeovil, Glove Manufacturers March 14 at 12.30 The Mermaid Hotel, Yeovil

ADJUDICATIONS.

ADAMS, CHARLES EATON, Hanley, Boot Dealer Hanley Pet Feb 29 Ord Feb 29

ARMES, JAMES LANGMAN, Devon County Prison, Exeter, Commercial Traveller Plymouth Pet Jan 25 Ord March 1

BAXTER, ARTHUR EDWARD, Derby, Baker Derby Pet Feb 29 Ord Feb 29

BLOOMFIELD, ALFRED JOHN, Wisbech St Peter, Cambridge, Coachbuilder King's Lynn Pet March 1 Ord March 1

BOTT, CHARLES EDWARD EAGLE, Leadenhall st High Court Pet Nov 20 Ord Feb 28

BROWN, HENRY, Leeds, Commercial Traveller Leeds Pet Feb 25 Ord Feb 25

CHAMBERLAIN, THOMAS OWEN JOHN, Kingston upon Hull, Tailor Kingston upon Hull Pet March 2 Ord March 2

CLARKE, ARTHUR, Haverhill, Suffolk, Upholsterer Cambridge Pet March 2 Ord March 2

CLARKE, HENRY, Leeds, Toy Dealer Leeds Pet Feb 29 Ord Feb 29

CLEVELY, WILLIAM, Stafford, Licensed Victualler Stafford Pet Feb 5 Ord Feb 29

COLLIERSON, GEORGE ARTHUR, Bradford, Grocer Bradford Pet Jan 29 Ord Feb 29

COWLEY, ALFRED, Birkenhead, Cheshire, Tailor Birkenhead Pet Feb 27 Ord Feb 27

EDNEY, ARTHUR, Brighton, House Furnisher Brighton Pet Feb 27 Ord Feb 27

FAIRCHILD, WILLIAM HENRY, Bishopston Bristol, General Smith Bristol Pet Feb 24 Ord Feb 29

FALCONER, ROBERT, Liverpool, Merchant Liverpool Pet Dec 31 Ord Feb 25

FIELD, ALFRED JOHN, Cheltenham, Surgeon Cheltenham Pet March 2 Ord March 2

FRANCIS, JOHN WILLIAM, Bardfield Saling, Essex, Miller Chelmsford Pet March 1 Ord March 1

GAMBLE, WILLIAM WOODFORD, Fleckney, Leicester, Butcher Leicester Pet Feb 29 Ord Feb 29

GILL, EDWIN ROBERT, Bristol Bristol Pet March 2 Ord March 2

HALES, WILLIAM, Wigan, Lancashire, Draper Wigan Pet Feb 29 Ord Feb 29

HALL, ALFRED EDWARD, St George's st, Lamp Manufacturer High Court Pet Aug 21 Ord Feb 26

HAMMONDS, CHARLES, Treaslow, Glam, Colliery Repairer Pontypridd Pet March 2 Ord March 2

HART, CHARLES PAIR, Sheringham, Norfolk, Licensed Victualler Norwich Pet March 1 Ord March 1

HASTINGS, GEORGE, Skegby, Notts, Fruit Merchant Nottingham Pet March 1 Ord March 1

HATTON, JOHN GOODMAN, Richmond, Coachbuilder Wandsworth Pet March 1 Ord March 1

HORNABROOK, WILLIAM, Keyham, Devonport, Joiner Plymouth Pet Feb 10 Ord March 1

JACKLIN, JOSEPH TOWNSEND, Belford, Lincs, Farmer Lincoln Pet Feb 6 Ord Feb 25

JENKINS, WILLIAM HENRY, Swansea, Shipbroker Swansea Pet March 1 Ord March 1

KIMBER, ALFRED HERBERT, Bedford, Coal Dealer Bedford Pet Feb 29 Ord Feb 29

LEE, ERNEST ADOLPHUS, Frimdon Colliery, Durham, Builder Durham Pet Feb 6 Ord Feb 27

LOCKIE, JOHN, Leasby, Northumberland, Shipowner Newcastle upon Tyne Pet Dec 23 Ord Feb 29

LOVEGROVE, ALFRED HENRY, Slough, Carpenter Reading Pet Feb 29 Ord Feb 29

MELLORE, JAMES WILLIAM, Oldham, Tailor Oldham Pet Feb 29 Ord Feb 27

ONLEY, PHILIP GEORGE, Walton on the Naze, Builder Colchester Pet March 1 Ord March 1

PARKES, CHARLES HARRY, Coventry, Licensed Victualler Coventry Pet March 1 Ord March 1

PARTINGTON, JAMES, Bolton, Grocer Bolton Pet March 1 Ord March 1

PERROTT, THOMAS MONTGOMERY BAINE ISWELL, Copthall bldgs, Copthall av, Company Promoter High Court Pet Jan 8 Ord Feb 29

PRITCHARD, EDWIN JAMES, Wolverhampton, Timber Merchant Wolverhampton Pet Feb 17 Ord Feb 29

QUICK, GEORGE ELI, Eastbourne Eastbourne Pet Feb 29 Ord March 2

RICHARDSON, FREDERICK WILLIAM, Kidderminster, Worcester, Baker Kidderminster Pet Feb 29 Ord Feb 29

ROWE, JOHN ALBERT, Egrement, Cheshire, Dairyman Birkenhead Pet Feb 16 Ord March 2

SHORROCKS, ROBERT, Bolton, Baker Bolton Pet Feb 29 Ord Feb 29

SIM, WILLIAM, Wood Green High Court Pet Jan 20 Ord Feb 29

SLOCOMBE, ALFRED, Ilfracombe, Grocer Barnstaple Pet Feb 29 Ord March 1

STAPLES, HERBERT, jun, Liverpool, Fish Merchant Great Grimsby Pet Feb 29 Ord Feb 29

STONG, ALFRED, Lewisham Barrow in Furness Pet Dec 12 Ord March 2

TURNER, DANIEL, Wednesbury, Timber Merchant Walsall Pet Feb 13 Ord Feb 27

WILKINSON, JOHN DAVID, Dales, Lincs, Farmer Boston Pet March 2 Ord March 2

WILSON, WILLIAM, Leeds, Grocer Leeds Pet Feb 29 Ord Feb 29

WOOD, ALFRED, Wolverhampton, Fruiterer Wolverhampton Pet March 2 Ord March 2

Amended notice substituted for that published in the London Gazette of Feb 25:

HARRIBINE, S'ANNETTE, Liverpool, Dressmaker Liverpool Pet Jan 1 Ord Feb 20

London Gazette.—TUESDAY, March 8.

RECEIVING ORDERS.

ALLEN, JAMES, Pembroke Dock, Pembroke, Builder Pembroke Pet Oct 20 Ord Feb 26

BARTLETT, WILLIAM KEARLEY, Blagdon, Winterborne St Martin, Dorset, Yeoman Dorchester Pet March 5 Ord March 5

BARTON, FRANK, Southampton, Rabbit Salesman Southampton Pet March 3 Ord March 3

BATEMAN, JOHN EDWARD, Rugby, Cattle Dealer Coventry Pet March 4 Ord March 4

BEER, CHRISTOPHER, Exeter, Fine Art Dealer Exeter Pet Feb 10 Ord March 4

BLACOW, ALBERT, Chertsey, Lanes, Printer Blackburn and Darwen Pet March 4 Ord March 4

BROWN, HENRY RICHARD, Handsworth, Milliner Birmingham Pet March 3 Ord March 3

BURBORD, JOSEPH, Stourbridge, Builder Stourbridge Pet March 2 Ord March 2

CAMPBELL, ANNIE, Great Malvern, Worcester, Riding School Mistress Worcester Pet Feb 24 Ord March 3

CLAY, ZACHARIAH, Backheath, Rowley Regis, Staffs, River Maker Dudley Pet March 3 Ord March 3

COLLIS, RICHARD, Leeds, Grocer Leeds Pet Feb 18 Ord March 3

COTE, THOMAS ICKE, Longton, Staffs, Solicitor Stoke upon Trent Pet Feb 12 Ord March 4

CROSS, THOMAS, King st, St James's sq, Commission Agent High Court Pet March 3 Ord March 3

CURRING, MARIA, Wyomondham, Norfolk, Harness Maker Norwich Pet March 3 Ord March 2

DAVIES, HENRY ALBERT, Brynmawr, Brecon, Cycle Dealer Tredegar Pet March 5 Ord March 5

DANSON, CHARLES ARTHUR, Norwich, Fancy Toy Dealer Norwich Pet March 5 Ord March 5

DELEY, ANNIE, Wolverhampton, Milliner Wolverhampton Pet March 4 Ord March 4

DYBALL, JOHN, Bond st High Court Pet Feb 15 Ord March 1

FENNEL, THOMAS CHARLES, Margate, General Dealer Canterbury Pet March 2 Ord March 3

FINCHAM, JOSEPH, Pentonville rd High Court Pet Feb 12 Ord March 4

FLEMING, GEORGE, Wolsingham, Durham, Boot and Shoe Dealer Durham Pet March 5 Ord March 5

FRENCH, JAMES HENRY, Leeds, Commercial Traveller Pet March 4 Ord March 4

GORE, CHARLES, Exeter, Warehouseman Exeter Pet March 3 Ord March 3

GREGORY, JAMES WILSON, jun, St Grimsby St Grimsby Pet March 4 Ord March 4

HARRIS, ELIAS, New Broad st High Court Pet Dec 16 Ord March 4

HARTLEY, WILLIAM HENRY, Derby, Traveller in Spirits Derby Pet March 4 Ord March 4

MR. J. to INTERMEDIATE Particulars Chancery I

LAW and Traction; highest Batton & S

MANA Common Law by letter, and referen street, E.C.

A SOL Room &c., and "Solicitors"

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HAYARD, THOMAS, Nantyglo, Mon., Mineral Water Manufacturer Tredegar Pet Feb 22 Ord March 5
 HEWITT, SAMUEL, Weston, nr. Crews, Farmer Crews Pet March 4 Ord March 4
 HOUNSOME, FREDERICK GEORGE, Longparish, Southampton, Cab Driver Salisbury Pet March 4 Ord March 4
 JEWELL, H. W., North Walls, Winchester, Engineer Winchester Pet Feb 17 Ord March 3
 JONES, W. H., Lambeth rd., Builder High Court Pet Feb 12 Ord March 4
 LEWIS, JOHN HERBERT, Twynyngchordy, nr. Brynmawr, Brecon, Colliery Proprietor Tredegar Pet Feb 22 Ord March 5
 LOFT, CHARLES RICHARD, Portsea, Hants, Cutler Portsmouth Pet March 3 Ord March 3
 MACHIN, ERNEST, Stalybridge, Lancs., Licensed Victualler Ashton under Lyne Pet March 4 Ord March 4
 MOSES, BENJAMIN, Treawla, Glam., Furniture Dealer Pontypriid Pet March 3 Ord March 3
 NOOK, FRANK SEYMOUR, Knowle, Warwick, Poultry Farmer Birmingham Pet March 5 Ord March 5
 OWEN, TOS CORNER, Hford, Costume Manufacturer High Court Pet March 5 Ord March 5
 POOLE, ELIZABETH, and HENRY ALFRED WILSON, Kidderminster, Drapers Kidderminster Pet March 2 Ord March 2
 PRILL, ALBERT JAMES, Bristol, Chairmaker Bristol Pet March 3 Ord March 3
 RANDALL, WILLIAM RICHARD, Bridgend, Glam., Solicitor Cardiff Pet Feb 10 Ord March 1
 RICHARDS, JOHN, Dowlais, Collier Merthyr Tydfil Pet March 3 Ord March 3
 ROBINSON, J. A. & Co., Featherstone bldgs., High Holborn, Hotel Valuers High Court Pet Feb 13 Ord March 3
 ROWE, ELIZA, Landport, Hants, Confectioner Portsmouth Pet March 4 Ord March 4
 SMITH, GEORGE, Arley, Leeds, Carting Agent Leeds Pet March 3 Ord March 3
 SPEIGHT, DAVID, THOMAS SPEIGHT, and JOSEPH SPEIGHT, Leeds, Paviers Leeds Pet Feb 19 Ord March 3
 SPOONER, WILLIAM, St John st., West Smithfield, Auctioneer High Court Pet Jan 14 Ord March 3
 STILES, GEORGE, Salford, Birmingham, Coal Merchant Birmingham Pet March 4 Ord March 4
 STOTT, THOMAS, Toronto, nr. Bishop Auckland, Miner Duhlan Pet March 5 Ord March 5
 THIBOTT & SONS, D., Liverpool, General Dealers Liverpool Pet Feb 12 Ord March 4
 TROSE, SAMUEL, Sandford, Crediton, Devon, Farmer Exeter Pet March 4 Ord March 4
 VICKERS, ARTHUR HERBERT, Charing Cross High Court Pet Dec 23 Ord March 3
 WELSH, JOHN, Middle March, nr. Sherborne, Dorset, Licensed Victualler Dorchester Pet March 3 Ord March 3
 WHEELER, FRANCIS, Ladywood, Birmingham, Foundry Foreman Birmingham Pet March 3 Ord March 3
 WHITNEY, JOHN, Walsall, Draper Walsall Pet March 2 Ord March 2
 WYATT, HENRY EARLEY, Darlington, Imkeeper Stockton on Tees Pet March 4 Ord March 4
 ZABELL, HARRY, Enfield High Court Pet March 3 Ord March 3

RECEIVING ORDER RESCINDED.
 HOWELL, GORDON A., Hove, Sussex Brighton Rec Ord Feb 10 Resc March 1

FIRST MEETINGS.
 ADAMS, CHARLES EATON, Hanley, Clothes Dealer March 17 at 12 Off Rec, King st, Newcastle, Staffs
 ANDREWS, HENRY WILLIAM, Salty, Birmingham, Brass Finisher March 18 at 12 174, Corporation st, Birmingham
 BARTON, FRANK, Southampton, Rabbit Salesman March 16 at 11.30 Off Rec, Midland Bank chmbs, High st, Southampton
 BATEMAN, JOHN EDWARD, Rugby, Cattle Dealer March 16 at 10.45 Off Rec, 17, Herford st, Coventry
 BERR, COURTNEY, Exeter, Fine Art Dealer March 24 at 10.30 Off Rec, 9, Bedford circus, Exeter
 BLOOMFIELD, ALFRED JOHN, Wisbech St Peter, Cambridge, Coach Builder March 17 at 10.15 Court house, King's Lynn

BOWER, WILLIAM HENRY, Nelson, Lancs March 16 at 11.15 Off Rec, 14, Chapel st, Preston
 CANNING, PHILIP STONHAM, Leighton Buzzard, Bedford, Chemist March 18 at 2.30 The Unicorn Hotel, Leighton Buzzard
 CHAMBERLAIN, THOMAS OWEN JOHN, Kingston upon Hull, Tailor March 16 at 11 Off Rec, Trinity House ln, Hull
 CHISHOLM, PETER GRAHAM, Thornaby on Tees, Yorks, Plumber March 16 at 3 Off Rec, 8, Albert rd, Middlesbrough
 COHEN, CHARLES, Swansea, Draper March 16 at 12 Off Rec, 31, Alexandra rd, Swansea
 COLLIS, RICHARD, Leeds, Grocer March 16 at 11 Off Rec, 22, Park row, Leeds
 COUCH, WILLIAM ALFRED, Tranners, Chester, Homeopathic Medicine Dealer March 16 at 12 Off Rec, King st, Newcastle, Stafford
 CRAWSHAW, THOMAS, Accrington, Coal Merchant March 16 at 11 Off Rec, 14, Chapel st, Preston
 CROSS, THOMAS, King st, St James's sq., Commission Agent May 18 at 11 Bankruptcy bldgs, Carey st
 DAVIS, JOHN, Brynmawr, Brecon, Hotel Keeper March 16 at 12 135, High st, Merthyr Tydfil
 DYBALL, JOHN, Bond st March 21 at 12 Bankruptcy bldgs, Carey st
 FINCHAM, JOSEPH, Pentonville rd., Restaurant Keeper March 18 at 12 Bankruptcy bldgs, Carey st
 FRENCH, JAMES HENRY, Leeds, Commercial Traveller March 16 at 11.30 Off Rec, 22, Park row, Leeds
 GAMBLE, WILLIAM WOODFORD, Fleckney, Leicester, Leicester March 16 at 12 Off Rec, B ridge st, Leicester
 GILL, FREDERICK, Wood Starway, Glos, Farmer March 17 at 4 County Court bldgs, Cheltenham
 GOOCH, CHARLES, LANARSH, Essex, Casings Manufacturer March 25 at 2 Capps Hotel, Colchester
 GOODWIN, WILLIAM, South Norwood, Merchant March 17 at 2.30 Bankruptcy bldgs, Carey st
 GORE, CHARLES, Exeter, Watchhouseman March 24 at 10.30 Off Rec, 9, Bedford circus, Exeter
 GRAINGER, WILLIAM, Cross Farm, nr. Stourport, Labourer March 21 at 1.45 Mr Spencer Thursfield, Oxford st, Kidderminster
 GREAVES, CHARLES, Sutton, Surrey March 17 at 11 Bankruptcy bldgs, Carey st
 HAMILTON, HENRY GARDINER, Brighton March 24 at 10.30 Off Rec, 4, Pavilion blags, Brighton
 HAMER, JAMES DOBKIN, Windsor, Chemist March 16 at 3 14, Bedford row
 HARTY, CHARLES FAIR, Sheringham, Norfolk, Licensed Victualler March 19 at 12.30 Off Rec, S, King st, Norwich
 HARVEY, JAMES ROBERT, Mutford, Suffolk March 18 at 2.34 Suffolk Hotel, Lowestoft
 HASTINGS, GEORGE, Skegby, Notts, Fruit Merchant March 16 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 HOUNSOME, FREDERICK GEORGE, Longparish, Southampton, Cab Driver March 16 at 12.30 Off Rec, City chmbs, Endless st, Salisbury
 HUSTON, WILLIAM EVELAND, Whetstone, Signwriter March 16 at 12 14, Bedford row
 HUTCHINS, JAMES ANDREW VINCENT, Ringwood, Hants, Labourer March 16 at 12 Off Rec, City chmbs, Endless st, Salisbury
 JACKLIN, JOSEPH TOWNSEND, Belchford, Lincs, Farmer March 17 at 12 Off Rec, 31, Silver st, Lincoln
 JONES, CATHERINE ANN, Brynmawr, Brecon, Diaper March 18 at 3 133, High st, Merthyr Tydfil
 JUD, ARTHUR VALENTINE, Terrington St John, Norfolk, Dealer March 17 at 10.45 Court house, King's Lynn
 KIMBER, ALFRED HERBERT, Bedford, Coal Dealer March 16 at 4.45 Lion Hotel, Bedford
 KOECHER, O. J., Ennisismors gds, South Kensington March 18 at 2.30 Bankruptcy bldgs, Carey st
 LEES, MATILDA, Birmingham, Fruit Merchant March 18 at 11 174, Corporation st, Birmingham
 LEVY, BARNETT, Birmingham, Tailor March 17 at 11 174, Corporation st, Birmingham
 LONEY, CHARLES RICHARD, Portsea, Hants, Cutler March 17 at 3 Off Rec, Cambridge junc, High st, Portsmouth

MACK, PHILIP HORACE, East Dereham, Norfolk, Builder March 16 at 3 Off Rec, 8, King st, Norwich
 MASON, JOHN H., Blackpool, Vegetable Salesman March 21 at 11 Bankruptcy bldgs, Carey st
 MAXWELL, EDWIN, Bedford, Engineer's Factor March 16 at 3.30 Lion Hotel, Bedford
 MOODY, ALBERT, Burdett rd, Bow, Insurance Superintendent March 16 at 12 Bankruptcy bldgs, Carey st
 NEARY, JAMES ERNEST ALBERT, East Dulwich, Clerk March 16 at 11 Bankruptcy bldgs, Carey st
 OXLEY, PHILIP GEORGE, Walton on the Naze, Essex, Builder March 17 at 2.30 Cups Hotel, Colchester
 PARKER, CHARLES HARRY, Coventry, Licensed Victualler March 16 at 10.30 Off Rec, 17, Herford st, Coventry
 QUIRK, GEORGE ELI, Eastbourne March 23 at 2 County Court Offices, Seaside rd, Eastbourne
 REES, DAVID, Sennybridge, Brecknock, Contractor March 17 at 12 135, High st, Merthyr Tydfil
 RICHARDS, SIDNEY JOHN, Swansea, Ironmonger March 18 at 2.30 Off Rec, 31 Alexandra rd, Swansea
 ROBINSON, A. & Co., Featherstone bldgs, High Holborn, stock Valuers March 16 at 12 Bankruptcy bldgs, Carey st
 ROWE, ELIZA, Portsmouth, Confectioner March 17 at 4 Off Rec, Cambridge junc, High st, Portsmouth
 SMITH, GEORGE, Armley, Carting Agent March 16 at 12 Off Rec, 22, Park row, Leeds
 SPEIGHT, DAVID, THOMAS SPEIGHT, and JOSEPH SPEIGHT, Leeds, Paviers March 16 at 12 Off Rec, 22, Park row, Leeds
 SPOONER, WILLIAM, St John st, West Smithfield, Auctioneer March 16 at 11 Bankruptcy bldgs, Carey st
 TROSE, SAMUEL, Sandford, Crediton, Devon, Farmer March 24 at 10.30 Off Rec, 9, Bedford circus, Exeter
 VICKERS, ARTHUR HERBERT, Charing Cross March 17 at 12 Bankruptcy bldgs, Carey st
 WALKER, MARGARET, Bolton le Sands, Lancs March 17 at 11 Off Rec, 14, Chapel st, Preston
 WARD, ROBERT, FRED WARD, WILLIAM WARD and HARRY HOLMAN FRANCE, Ferryhill, Durham, Builders March 16 at 3 Off Rec, 23, John st Sunderland
 WELSH, JOHN, Middle March, nr. Sherborne, Dorset, Licensed Victualler March 16 at 12.45 Off Rec, City chmbs, Endless st, Salisbury
 WESTBY, JOSEPH WATKINSON, Bedford, Rustic House Builder March 16 at 2.45 Lion Hotel, Bedford
 WILKINSON, JOHN DAVID, Blankney Lales, Lincs, Farmer March 24 at 12.15 Off Rec, 4 and 6, West st, Boston
 WINN, JAMES ELLIS, Dunks Green, Rhipbourne, Kent, Nurseryman March 16 at 12.30 Angel Hotel, Tonbridge, Kent
 WRIGHT, GEORGE EDWARD, Sheffield, Clothier March 17 at 12.30 Off Rec, Figueire ln, Sheffield
 ZABELL, HARRY, Enfield, Licensed Victualler March 17 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.
 BAILEY, ROBERT, and HARRY BUSTON HAYLOCK, Oxford mans, Oxford circus, Warehousemen High Court Pet Feb 5 Ord March 4
 BARTLETT, WILLIAM KEARLEY, Blagdon, Winterbourne St. Martin, Dorset, Yeoman Dorchester Pet March 5 Ord March 5
 BARTON, FRANK, Southampton, Rabbit Salesman Southampton Pet March 3 Ord March 3
 BATEMAN, JOHN EDWARD, Rugby, Cattle Dealer Coventry Pet March 4 Ord March 4
 BLACOW, ALBERT, Clitheroe, Lancs, Printer Blackburn Pet March 4 Ord March 4
 BROWN, ROBERT, Bagher, Sturminster Neaton, Dorset, Farmer Dorchester Pet Feb 3 Ord March 3
 BURFORD, JOSEPH, Stourbridge, Worcester, Builder Stourbridge Pet March 2 Ord March 3
 CALVERT, BURNETT HAYLOCK, Hotel Cecil, Strand High Court Pet Sept 18 Ord March 1
 CLARKE, WILLIE, King's Norton, Worcester, Builder Birmingham Pet Feb 16 Ord March 5
 CLAY, ZACHARIAH, Blackheath, Bowley Regis, Staffs, Bolt Maker Dudley Pet March 3 Ord March 4
 CHISHOLM, PETER GRAHAM, Thornaby on Tees, Plumber Stockton on Tees Pet Feb 16 Ord March 3
 CROSS, THOMAS, King st, St James's sq., Commission Agent High Court Pet March 3 Ord March 3

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Ilford, Electrical Engineers High Court Pet Jan 21
Ord March 4
FENNELL, THOMAS CHARLES, Margate, General Dealer
Canterbury Pet March 3 Ord March 3
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Durham Pet March 5 Ord March 5
FRENCH, JAMES HENRY, Leeds, Commercial Traveller
Leeds Pet March 4 Ord March 4
GORE, CHARLES, Exeter, Warehouseman Exeter Pet
March 3 Ord March 3
GREGORY, JAMES WILSON, jun, Gt Grimsby Gt Grimsby
Pet March 4 Ord March 4
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Feb 29 Ord March 3
HARTLEY, WILLIAM HENRY, Derby Derby and Long Eaton
Pet March 4 Ord March 4
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March 4 Ord March 4
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Cab Driver Salisbury Pet March 4 Ord March 4
LAMBE, JOHN ALEXANDER, Walling st, Watchhouseman
High Court Pet Sept 17 Ord March 3 Ord March 4
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Feb 24 Ord March 5
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mouth Pet Mar 3 Ord March 3
MACHIN, ERNEST, Stalybridge, Licensed Victualler Ashton
under Lyne Pet March 4 Ord March 4
MAXWELL, EDWIN, Bedford, Engineer's Factor Bedford
Pet Feb 17 Ord March 5
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pridd Pet March 3 Ord March 3
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minster, Worcester, Drapers Kidderminster Pet
March 2 Ord March 2
PULLIN, ALBERT JAMES, Bristol, Chairmaker Bristol Pet
March 3 Ord March 3
RICHARDS, JOHN, Dowlais, Collier Merthyr Tydfil Pet
March 3 Ord March 3
ROBERTS, WILLIAM PIERCE, Trefriw, Carnarvon, Solicitor
Portmadoc Pet Dec 2 Ord Feb 25
ROWE, ELIZA, Landport, Hants, Confectioner Portsmouth
Pet March 4 Ord March 4
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Pet Feb 1 Ord March 3
SERACINI, GIUSEPPE, Birmingham, Ice Cream Merchant
Birmingham Ord March 3
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SMITH, GEORGE, Armley, Carting Agent Leeds Pet
March 3 Ord March 3
STILES, GEORGE, Birmingham, Coal Merchant Birming-
ham Pet March 4 Ord March 4
TWOSE, SAMUEL, Sandford, Crediton, Devon, Farmer
Exeter Pet March 4 Ord March 4
WALTON, EDWIN CHARLES, Hounslow Brentford Pet
Jan 2 Ord March 2
WELLS, JOHN, Middle Marsh, nr Sherborne, Dorset,
Licensed Victualler Dorchester Pet March 3 Ord
March 3
WYATT, HENRY EARLEY, Darlington, Innkeeper Stockton
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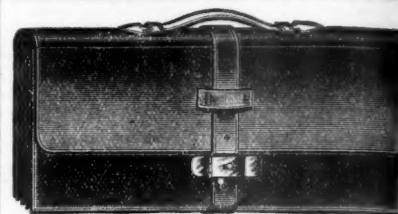
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